



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)  
REQUEST FOR PROPOSAL (RFP)

AMENDMENT NO.: 001  
RFP NO.: B2Z07009  
TITLE: RECORDS MANAGEMENT SYSTEM  
ISSUE DATE: 9/28/06

REQ NO.: NR 231 7F000000004  
BUYER: ANDY DORAN  
PHONE NO.: (573) 751-4578  
E-MAIL: andy.doran@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 10/23/06 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN PROPOSAL AND AMENDMENT(S) TO:

(U.S. Mail)

DPMM  
PO BOX 809  
JEFFERSON CITY MO 65102-0809

or

(Courier Service)

DPMM  
301 WEST HIGH STREET, ROOM 630  
JEFFERSON CITY MO 65101

CONTRACT PERIOD: DATE OF AWARD THROUGH JUNE 30, 2008

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Secretary of State, Records Management Division  
600 West Main Street  
Jefferson City, MO 65101

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP amendments. The offeror should, as a matter of clarity and assurance, also sign and return all previously issued RFP amendment(s) and the original RFP document. The offeror agrees that the language of the original RFP as modified by this and any previously issued RFP amendments shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	
MAILING ADDRESS		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	
CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN		VENDOR NUMBER (IF KNOWN)
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) (NOTE: LLC IS NOT A VALID TAX FILING TYPE.) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ Other _____			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

**AMENDMENT #001 TO RFP B2Z07009**

**TITLE: RECORDS MANAGEMENT SYSTEM**

**CONTRACT PERIOD: DATE OF AWARD THROUGH JUNE 30, 2008**

Prospective offerors are hereby notified of the following changes and clarifications:

1. The following paragraphs have been **ADDED**:

5.4.5, 5.4.5a.



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)  
REQUEST FOR PROPOSAL (RFP)

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Jefferson City, MO 65101

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AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

## **1. INTRODUCTION**

### **1.1 Purpose:**

- 1.1.1 This document constitutes a request for sealed proposals from prospective offerors for the purchase of a Records Management Software System in accordance with the requirements and provisions stated herein for the Missouri Secretary of State, Records Management Division (RMD), at 600 West Main Street, Jefferson City, Missouri.

### **1.2 Pre-Proposal Conference:**

- 1.2.1 A pre-proposal conference regarding this Request for Proposal shall be held on Tuesday, September 26, at 1:30 p.m., in Room 850 of the Harry S Truman Building, 301 West High Street, Jefferson City, Missouri.
- 1.2.2 All potential offerors are encouraged to attend the pre-proposal conference in order to ask questions and provide comments on the RFP. Attendance is not required in order to submit a response; however, offerors are encouraged to attend since information relating to this RFP shall be discussed in detail. Offerors should bring a copy of the RFP since it shall be used as the agenda for the pre-proposal conference.
- 1.2.3 Offerors are strongly encouraged to advise the Division of Purchasing and Materials Management within five (5) working days prior to the scheduled pre-proposal conference of any special accommodations needed for persons with disabilities who shall be attending the conference so that these accommodations can be made.

### **1.3 Email Questions:**

- 1.3.1 Offerors are encouraged to email their questions regarding the RFP prior to **Monday, October 9, 2006** to: Andy Doran, Buyer, Division of Purchasing and Materials Management, at [Andy.Doran@oa.mo.gov](mailto:Andy.Doran@oa.mo.gov). Offerors are advised that any questions received less than ten business days prior to the RFP opening date may not be answered.

### **1.4 Offeror's Contacts:**

- 1.4.1 Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any state employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

### **1.5 Background Information:**

- 1.5.1 The Missouri Secretary of State, Records Management Division (RMD), wishes to purchase software and related equipment necessary to improve the workflow of the management of records in its custody and to replace the records management systems currently in use within the Records Management Division.
- 1.5.2 To minimize the complexity, risk of upgrading, and the cost of additional interfaces, RMD wants to purchase a software package that is functionally and technically compatible with its existing hardware and software systems. RMD desires a product solution that will meet the mandatory requirements of the RFP without extensive customization. However, RMD recognizes that some amount of customization may be necessary in order to meet mandatory and desirable requirements.

- 1.5.3 The new system shall allow for the creation and maintenance of a database of records that supports records analysis and scheduling operations, records center operations, and microfilm vault storage operations. The system shall provide for the input of data through local computers running in a Windows environment, handheld scanning devices for tracking the movement of records, and internet-enabled input of data by customer agency personnel. The system shall support functions for retention scheduling and disposition, storage, tracking, space management, workflow, reporting, and billing, as detailed in Section 3.
- 1.5.4 Information and processes contained in the new system will be available over the Internet via web browser only to authorized Missouri state government employees for transacting business with RMD, and not to the general public.
- 1.5.5 The new system shall distinguish between and accommodate the differing operational procedures of the State Records Center (SRC) - which stores inactive paper records for state agencies and provides retrieval, re-filing, and destruction services on those records - and the Microfilm Storage Vault - which provides long-term and permanent environmentally-controlled storage for silver-halide original microfilm. The two storage operations differ in several ways, including storage location numbering systems, storage containers, intake (accessioning) procedures, metadata, customer services, and destruction methods.
- 1.5.6 RMD's vision for the future includes a Records Center that is technologically ready to meet all current records management requirements in a more effective manner, and possible future needs such as the integration of records retention schedules into agency electronic record keeping systems as they come into being. RMD envisions a system that provides for significant improvements in accuracy and speed, while handling increases in user requests without sacrificing quality of service.
- 1.5.7 RMD staff includes a total of 23 full-time equivalents, organized into the Director's office, the Records Analysis Section, the State Records Center, and the Imaging Section:
- 1 Director
  - 1 Secretary
  - 5 Records Analysts
  - 1 Records Center Supervisor
  - 6 Records Center Staff
  - 9 Imaging/Microfilm Staff
- 1.5.8 The SRC currently operates in three buildings in Jefferson City: the State Information Center, which houses all the offices of the Secretary of State's Office and has 151,000 cubic feet of Records Center storage space; Annex 1 which has 76,000 cubic feet of storage; and Annex 2 which has a capacity to store 84,000 cubic feet. There are currently approximately 350 active users of the State Records Center services, and current holdings in all three buildings are approximately 280,000 cubic feet. With an annual holdings growth rate of approximately 6%, it is anticipated that by 2010 the state shall need to build a new consolidated Records Center to consolidate the Annexes and provide future expansion capability, or else acquire a third annex.
- 1.5.9 The Missouri Secretary of State, Information Technology Services Division (ITSD), is responsible for the planning, operation, and maintenance of the network and technology infrastructure that serves the RMD and its operations at the aforementioned locations. The ITSD primarily utilizes the Microsoft platform of software for the Network Operating System (Windows Server 2000 and 2003) and data management (SQL 2000, with planning underway to migrate to SQL 2005).
- 1.5.10 The new system will be installed on servers provided by the ITSD at the State Information Center, and will be accessed by client computers at the State Information Center and the two Records Center annexes. Network data communication between the two Records Center annex buildings and the ITSD network servers is accomplished via DSL connections through a VPN tunnel, operating at 1.5 Mbps.

- 1.5.11 RMD currently maintains approximately 600 records retention schedules. RMD has initiated efforts to expand the amount of descriptive information contained on the schedules, increase the number of items included on the General Retention Schedule that all agencies may cite for disposition authority, and to thoroughly review and reduce the number of permanent records series. These initiatives are ongoing and shall be coordinated with and integrated into the implementation of the new system.
- 1.5.12 The Microfilm Storage Vault has a total storage capacity of 281,500 rolls of mixed 35 mm and 16 mm microfilm. Current holdings to be included in the new system are approximately 158,000 rolls.
- 1.5.13 RMD currently monitors storage and use of records using a Microsoft Access database for records in the State Records Center and a Microsoft SQL Server database for items stored in the Microfilm Vault.
- 1.5.14 RMD does not currently use bar-coding for tracking records reference activity, but keys data into a Pull Tracking database. RMD is seeking to automate the tracking of as many work processes as possible.
- 1.5.15 RMD does not currently charge customers for its services, but would like to add that capability in the new records management system for potential future use.
- 1.5.16 The SRC currently stores all boxes of an accession together in sequential order in contiguous shelf locations, except when lack of sufficient available space requires splitting an accession into two or more blocks of space. Thus, each box is assigned to a particular records center shelf location. SRC intends to continue storing accessions sequentially in contiguous space under the new system.
- 1.5.17 With the installation of the new system, it is expected that most or all of the current manual processes shall be streamlined, enhanced, automated, and available to customers through a web-based interface, including:
- retention schedule creation, records appraisal, and schedule approval;
  - records center accessioning, reference, refiling, and interfiling;
  - records disposition calculation and approval processing;
  - microfilm storage processing;
  - records center and microfilm vault space management activities; and
  - tracking of and billing for customer usage activity.
- 1.5.18 The new system shall be the basis for improvements to traditional records management processes. It is envisioned to serve as a platform to enable potential future technology-driven processes, such as electronic records management and storage.
- 1.5.19 RMD wants to ensure that sufficient technological knowledge is transferred from the Offeror to RMD to fully utilize the new system through training on the installed system for RMD users and administrators, written training guides for customers using the web-enabled system interface, and a written system operations manual (see sections 5.5 and 5.6).

## **1.6 Attachments:**

- 1.6.1 The offeror is advised that attachments exist to this document which provide additional information and instruction. The offeror must contact the buyer of record as indicated on the front page of this document to obtain a copy of the attachments prior to submitting a proposal. It shall be the sole responsibility of the offeror to request the attachments. The offeror shall not be relieved of any responsibility for performance under the contract due to the failure of the offeror to obtain a copy of the attachments.
- 1.6.2 The following describes the Attachments to this RFP:

Attachment 1: Label Samples/Examples  
Attachment 2: Film Search Detail

## 2. CONTRACTUAL REQUIREMENTS

### 2.1 Definitions:

- 2.1.1 **“Accession”** - can be an action and a noun. The act of “accessioning” is the process of bringing a set of related records into the Records Center or the Vault for storage. It is a significant work flow process in the operation of the SRC and the microfilm Vault. The set of records or microfilm thus stored in the Records Center or Vault is called an “accession.” Hierarchically, records center accessions are comprised of boxes, which are comprised of folders, which are comprised of documents. Vault accessions are comprised of boxes which contain individual rolls of microfilm. *The “accession” is the principal level of control in the management of the Records Center and Vault inventory.* All boxes in an accession must be scheduled under the same records series, have the same cutoff date and retention period, and are disposed of at the same time.
- 2.1.2 **“Agency” and “Customer”** - may be used interchangeably to refer to state government organizations and their employees for whom the Secretary of State Records Management Division provides Records Management services, including development and approval of records schedules, microfilming and imaging services, and storage and servicing of inactive records in the State Records Center, among others.
- 2.1.3 **“Disposition”** - is the action to be taken on inactive records at the end of their retention period. In most cases the disposition shall involve the destruction of the records, following the customer agency’s concurrence. In the case of permanent records, the disposition shall typically be the transfer of the records to the custody and ownership of the Missouri State Archives.
- 2.1.4 **“Records schedule”, “retention schedule”, or “disposition schedule”** - may be used interchangeably to refer to a listing and description of the record series maintained by all or part of an organization, prescribing the period of time that each series is to be maintained after no longer needed for current business, and when such series may be authorized for disposition. A records schedule provides for the retention of records of continuing value and grants authority for the prompt and orderly destruction of records no longer possessing sufficient administrative, legal, fiscal or historical value to warrant their future keeping.
- 2.1.5 **“Record Series”** - a description included on a records schedule of a particular type of record. The record series includes, at a minimum, a record title, description of the record, cutoff, retention period after cutoff, and disposition instruction. Every accession stored in the Records Center or Microfilm Vault is associated with a records series, which will govern the records retention and disposition functions of the new system.
- 2.1.6 **“Shall” and “Must”** - shall mean that a certain feature, component, specification, requirement or action is a mandatory condition.
- a. The offeror’s proposal response shall not take exception to or conflict with the mandatory requirements of the RFP (denoted by the words “must” and “shall”). Failure to fulfill mandatory requirements shall make the offeror’s proposal response to be considered unacceptable and thus may result in the proposal response no longer being given consideration in the evaluation process. The State of Missouri shall not award a noncompliant proposal.
- 2.1.7 **“Should” and “Desirable”** – shall mean that a certain feature, component, specification and/or action is desirable but not mandatory.

### 2.2 Contract Period:

- 2.2.1 The original contract period shall be from the date of award until June 30, 2008. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period.

## **2.3 Renewal Options:**

- 2.3.1 The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for five (5) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 2.3.2 In addition to the above renewal options, the Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for on-going maintenance, training, and consulting support services for four (4) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all other terms and conditions, requirements and specifications of the contract applicable to the above-referenced services shall remain the same and apply during the extension period(s) with the exception of price. In no event shall pricing increases exceed 4% of the previous year's pricing during these extension periods.
- 2.3.3 If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.
- 2.3.4 If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
- 2.3.5 The Division of Purchasing and Materials Management does not automatically exercise its option for renewal based upon the maximum price and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated.

## **2.4 Contract Extension:**

- 2.4.1 In the event of an extended re-procurement effort and the contract's available renewal options have been exhausted, the Division of Purchasing and Materials Management reserves the right to extend the contract. If exercised, the extension shall be for a reasonable period of time as mutually agreed to by the state and the contractor at the same terms, conditions, provisions, and pricing in order to complete the procurement process and to transition to the new contract.

## **2.5 Price:**

- 2.5.1 All prices shall be firm, fixed and as indicated in the Exhibit A, Pricing Page(s). The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

## **2.6 Payments:**

- 2.6.1 Payments to the contractor shall be made pursuant to the State of Missouri Terms and Conditions Sections 9 entitled "Contract/Purchase Order" and 10 entitled "Invoicing and Payment" and based on the completion of project milestones as stated below:
- a. License Costs:
    - 1) 15% of License cost will be paid at the completion and implementation of the business workflow/functional analysis requirement (refer to paragraph 5.1.1 ).
    - 2) 35% of License cost will be paid after delivery and installation of the system that includes all customizations to the system that are needed to fulfill the mandatory technical and/or performance requirements of the RFP for user acceptance testing.

- 3) 50% of License cost will be paid after the system has operated in the state's production environment for ten (10) consecutive business days (Monday through Friday 7:00 a.m. to 5:00 p.m. central time) without encountering any severity level 1 or 2 system errors or problems that affect the accuracy and/or performance of the system.

b. Software Maintenance/Technical Support Services payments may be made in advance.

c. All other payments are made in arrears (after delivery and acceptance of the product/service).

- 2.6.2 The contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must return a completed state Vendor ACH/EFT Application which is downloadable from the following website: <http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>. Each contractor invoice must contain a unique invoice number. The invoice number shall be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFP.

## **2.7 Liabilities:**

- 2.7.1 The contractor shall agree that the State of Missouri shall not be responsible for any liability incurred by the contractor or the contractor's employees arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return, and/or installation of the licensed product provided by the contractor, except as otherwise provided in the contract.

## **2.8 Contractor Liability:**

- 2.8.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment, product, or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- 2.8.2 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- 2.8.3 Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 2.8.4 Circumstances may arise where, because of a default on the contractor's part or other liability, the state is entitled to recover damages from the contractor. In each such instance, regardless of the basis on which the state is entitled to claim damages from the contractor, the contractor is liable only for:
- a. payments referred to in intellectual property rights and patent and copyright terms;
  - b. bodily injury (including death) and damage to real property and tangible personal property; and
  - c. software license fees paid (the software license fees paid also applies to any subcontractors and program developers).

**2.9 Inventions, Patents, and Copyrights:**

- 2.9.1 The contractor shall report to the state promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of the contract of which the contractor has knowledge.
- 2.9.2 The state agrees that the contractor has the right to defend or at its option to settle, and the contractor agrees to defend at its own expense or at its option to settle, any claim, suit or proceeding brought against the state on the issue of infringement of any United States patent or copyright by any product, or any part thereof, supplied by the contractor to the state under this agreement. The contractor agrees to pay, subject to the limitations hereinafter set forth in this paragraph, any final judgment entered against the state on such issue in any suit or proceeding defended by the contractor. The state agrees that the contractor at its sole option shall be relieved of the foregoing obligations unless the state notifies the contractor promptly in writing of any such claim, suit, or proceeding, and at the contractor's expense, gives the contractor proper and full information needed to settle and/or to defend any such claim, suit, or proceeding. If the product, or any part thereof, furnished by the contractor to the state becomes, or in the opinion of the contractor may become, the subject of any claim, suit, or proceeding for infringement of any United States patent or copyright, or in the event of any adjudication that such product or part infringes any United States patent or copyright, or if the use, lease, or sale of such product or part is enjoined, the contractor may, at its option and its expense: (1) procure for the state the right under such patent or copyright to use, lease, or sell as appropriate such product or part, or (2) replace such product or part with other product or part suitable to the state, or (3) suitably modify such product or part, or (4) discontinue the use of such product or part and refund the aggregated payments and transportation costs paid therefore by the state, less a reasonable sum for use and damage. The contractor shall have no liability for any infringement based upon: (1) the combination of such product or part with any other product or part not furnished to the state by the contractor, or (2) the modification of such product or part unless such modification was made by the contractor, or (3) the use of such product or part in manner for which it was not designed.
- 2.9.3 The contractor shall not be liable for any cost, expense, or compromise, incurred or made by the state in conjunction with any issue of infringement without the contractor's prior written authorization. The foregoing defines the entire warranty by the contractor and the exclusive remedy of the state with respect to any alleged patent infringement by such product or part.

**2.10 Insurance:**

- 2.10.1 The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.

**2.11 Termination:**

- 2.11.1 The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination.

**2.12 Assignment:**

- 2.12.1 The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Division of Purchasing and Materials Management.

- 2.12.2 Consent to Assignment shall only be granted when the assignee agrees to be bound by all of the terms and conditions of this contract agreement. Any assignment of moneys shall be void and ineffective to the extent that such assignment attempts to impose upon the State of Missouri obligations to additional payment of such moneys, or to preclude the State of Missouri from dealing in all matters pertaining to the contract agreement including, but not limited to, the negotiation of amendments or the settlement of charges due.

**2.13 Minority Business Enterprise/Women Business Enterprise (MBE/WBE) Participation:**

- 2.13.1 The contractor must comply with the MBE/WBE participation levels committed to in the contractor's awarded proposal.
- 2.13.2 The contractor shall prepare and submit to the Division of Purchasing and Materials Management periodic reports detailing all payments to MBE/WBEs participating in the contract. The report must include MBE/WBE payments for the reporting period. The report shall be submitted on a monthly basis unless otherwise determined by the Division of Purchasing and Materials Management.
- 2.13.3 The Division of Purchasing and Materials Management and the Office of Supplier and Workforce Diversity (OSWD) shall monitor the contractor's compliance in meeting the MBE/WBE participation levels committed to in the contractor's awarded proposal. If the contractor's payments to participating MBE/WBEs are less than the amount committed to in the contract, the state may cancel the contract, suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the MBE/WBE participation commitment less actual payments made by the contractor to MBE/WBEs. If the Division of Purchasing and Materials Management determines that the contractor is in compliance with the MBE/WBE participation commitment, the state shall release the retained funds.
- 2.13.4 If a participating MBE/WBE fails to retain their certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs to fulfill the MBE/WBE participation requirements committed to in the contractor's awarded proposal. The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new MBE/WBE participants. This approval shall not be arbitrarily withheld. If the contractor cannot obtain a MBE/WBE replacement, the contractor must submit documentation to the Division of Purchasing and Materials Management detailing all efforts made to secure an MBE/WBE replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the participation of MBE/WBEs and whether the contract shall be amended to change the MBE/WBE participation commitment.

**2.14 Contractor Status:**

- 2.14.1 The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

**2.15 Subcontractors:**

- 2.15.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri

and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

## **2.16 Property of State:**

- 2.16.1 All reports, documentation, and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the State of Missouri. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency. Upon expiration, termination, or cancellation of the contract, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall become the property of the state agency.

## **2.17 Replacement of Damaged Product:**

- 2.17.1 The contractor shall be responsible for replacing any item received in damaged condition at no cost to the State of Missouri. This includes all shipping costs for returning non-functional items to the contractor for replacement.

## **2.18 Substitutions of Products/Services:**

- 2.18.1 The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Division of Purchasing and Materials Management.
- 2.18.2 The state reserves the right to allow the contractor to substitute any new product and/or service offered by the contractor on all unshipped and future orders if the quality is equal to or greater than the product/service under contract and if the prices are equal to or less than the contract prices. The Division of Purchasing and Materials Management shall be the final authority as to acceptability.
- 2.18.3 In event of manufacturer discontinuation, the contractor shall substitute item(s) with equal or better capabilities for equal or less cost than the discontinued item(s). The contractor shall not substitute any item(s) without the prior written approval of the Division of Purchasing and Materials Management. The Division of Purchasing and Materials Management shall be the final authority as to acceptability of requested substitutions and reserves the right to accept or reject any substitution requests.

## **2.19 Coordination:**

- 2.19.1 The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.

## **2.20 Transition:**

- 2.20.1 Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to insure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by the state agency, if requested in writing. The contractor shall provide and/or perform any or all of the following responsibilities:

- a. The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the state agency and/or to the state agency's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to the state agency.
- b. The contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed ninety (90) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.
- c. The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the state agency, in order to insure the completion of such service prior to the expiration of the contract.

## **2.21 Prohibitive Hiring:**

- 2.21.1 The contractor and contractor's subcontractor(s) shall not hire any employee of the RMD, or any individual who was an employee of the RMD for work on the project identified in this RFP for a period of not less than twelve (12) months prior to their date of employment with the contractor or contractor's subcontractor(s) (unless the individual has retired in accordance with the State of Missouri's retirement program), without the prior written approval of the State Archivist. It is agreed between the parties that the contractor shall obtain the required approval before contacting any described employee for the purposes of possible employment.

## **2.22 Software Licensing:**

- 2.22.1 The contractor shall grant the state agency a permanent, perpetual legal software license, which grants the agency the right to use the system application indefinitely upon payment of the one-time licensing fees specified in Exhibit A Table A.1. The software shall be installed on a centralized server. The license granted to internal RMD staff shall allow any internal authorized RMD staff person to access the software; however, the license shall be limited to the first concurrent 20 staff persons logged into the system. The 21<sup>st</sup> and subsequent user(s) would be required to wait until another user has logged off the system in order to gain access to said system. There are currently 23 internal RMD staff persons who shall be utilizing the system, however, it is not anticipated that all 23 RMD users will need to access the system at the same time. The internal system license shall allow up to twenty (20) multiple, concurrent RMD users to use/access the system simultaneously. For the Internet system component that is available to the general public, the contractor's license shall grant unlimited users to utilize the system.
- 2.22.2 There shall be no upgrade fee charges and no additional license fee charges for increasing the size and/or capacity of the CPUs on which the software is installed. There shall be no limitations placed on the system and no upgrade fee charges with regards to the size/capacity of the record documentation and/or customer/employee population in which the system shall encompass or be utilized by. NOTE: All components of the system's "licensed software" shall be for the specific purpose of operating the Records Management System as described herein.

## **2.23 Software Piracy Prohibition:**

- 2.23.1 No state or other public funds payable under the contract shall be used for the acquisition, operation, or maintenance of computer software in violation of United States copyright laws or applicable licensing restrictions. The contractor hereby warrants and certifies that the contractor has in place appropriate systems and controls to prevent such improper use of public funds. Under no circumstances in the course of providing products, services, or any other performance of their duties/obligations to the State shall the contractor directly or indirectly utilize tools, equipment, and/or software programs that are in violation of third parties' legal copyrights. If the State determines that the contractor is in violation of this paragraph,

the State may exercise any remedy available at law including, without limitation, immediate termination of the contract and any remedy consistent with United States copyright laws.

## **2.24 Prohibition of Electronic Self-Help:**

- 2.24.1 The contractor agrees that in the event of any dispute with the State regarding an alleged breach of contract, the contractor shall not use any type of electronic means to prevent or interfere with the State's use of the licensed software/website without first obtaining a valid court order authorizing same in accordance with the State of Missouri Terms and Conditions Section 2 subparagraph e. The State shall be given proper written notice and an opportunity to be heard in connection with any request for such a court order. The contractor understands that it is foreseeable that a breach of this provision could cause substantial harm to the State. No limitation of liability, whether contractual or statutory, shall apply to a breach of this paragraph.

## **2.25 Preserving Rights to Software Functionality:**

- 2.25.1 For any customization of the system to meet mandatory requirements of the RFP and for any customization of the system as a result of a Project Assessment Quotation (PAQ), the contractor shall be required to provide system technical support of those customizations throughout the life of the contract. Any new version or new releases of the system application acquired by the agency pursuant to this contract agreement must include the customizations of the system required herein or through PAQ.

## **2.26 Estimated Quantities:**

- 2.26.1 The quantities indicated in this Request for Proposal are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The State of Missouri makes no guarantees about single order quantities or total aggregate order quantities.

## **2.27 Entire Agreement:**

- 2.27.1 A binding contract shall consist of: (1) the RFP and any amendments thereto, (2) the contractor's response (proposal) to the RFP, (3) clarification of the proposal, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the response (proposal) by "notice of award" or by "purchase order". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- 2.27.2 A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order unless the purchase is equal to or less than \$3,000. State purchases equal to or less than \$3,000 may be processed with a purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- 2.27.3 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

### **3. TECHNICAL REQUIREMENTS**

#### **3.1 General Requirements:**

- 3.1.1 The contractor shall provide an online, real-time records management system that meets and/or exceeds the requirements described herein.
- 3.1.2 The contractor must provide a records management system which is generally available; i.e. not in beta or test; and currently in production and in use by a client(s) as proposed. Prototypes or items in test production and not formally announced for market availability shall not be accepted. New software/website development of the system components shall be considered unacceptable.
- 3.1.3 All portions, interfaces, components, and modules of the system solution must integrate and operate with each other in accordance with the requirements described herein.
- 3.1.4 The State of Missouri shall not guarantee any minimum or maximum amount of the contractor's products/services that may be required under the contract.
- 3.1.5 Information Technology Accessibility Compliance: Section 191.863 of the Revised Statutes of Missouri (RSMo) requires state agencies to make information technologies accessible to individuals with disabilities. The State of Missouri's Information Technology (IT) Accessibility Standards (<http://www.oa.mo.gov/itsd/cio/standards/ittechnology.htm>) provide direction for complying with RSMo 191.863. All products provided by the contractor shall comply with the applicable accessibility requirements of the Missouri IT Accessibility Standards, unless the contractor's awarded bid response contains specific disclosure of product non-conformance in a Voluntary Product Accessibility Template (VPAT; [http://www.itic.org/archives/articles/20040506/voluntary\\_product\\_accessibility\\_template\\_vpat.php](http://www.itic.org/archives/articles/20040506/voluntary_product_accessibility_template_vpat.php)) or other comparable document (see Exhibit B).
  - a. The contractor shall promptly respond to any complaint brought to its attention regarding accessibility of the products provided hereunder that were specified in the contractor's awarded bid response as compliant products. The contractor shall resolve such complaints by bringing the product into compliance with the applicable Missouri IT Accessibility Standards at no additional cost to the State. The contractor shall indemnify and hold harmless the State of Missouri and any Missouri government entity purchasing the contractor's products from any claim arising out of the contractor's failure to comply with the aforementioned requirements.
  - b. The contractor must abide by the Missouri Digital Media Developers (DMD) Web Guidelines, which include the mandatory accessibility information for Section 508 and Chapter 191 compliance for any web based systems. Refer to the following web site: <http://www.oa.mo.gov/itsd/cio/standards/ittechnology.htm>.

#### **3.2 System Overview:**

- 3.2.1 The system shall be an online, real-time records management system designed to accommodate a database of records for all types of materials (e.g., boxed paper records, paper files, magnetic and optical media, microfilm, etc.) found in RMD's holdings. As defined more specifically in the following performance requirements, the system must be capable in design, architecture, and performance capacity of supporting functions for:
  - a. developing and maintaining retention schedules;
  - b. records center storage, reference pull requests, refiling, and interfiling;
  - c. disposition of records at the end of their retention period;
  - d. tracking items through the records lifecycle;
  - e. storage of microfilm in the environmentally-controlled vault;

- f. billing regular and other special charges;
  - g. managing storage space in both the records center and the vault;
  - h. assigning work orders to specific staff members;
  - i. creating standard and custom reports; and
  - j. supporting handheld scanner/terminals and barcodes.
- 3.2.2 The system must create and maintain a database of high-quality records, and support input of data through local computers, authorized customer computers connected via the internet, and through the use of approved handheld barcode scanner devices. The software must be a complete system for commercial records center inventory, activity tracking, and invoicing. The invoicing function must be fully integrated, using storage and activity data residing in the system.
- 3.2.3 The software must create, modify, and maintain records retention schedules, both general schedules and agency-specific. The schedules must be publishable in a standard format for signatures and posting on the Secretary of State website. The retention schedules must be fully integrated into the disposition component of the records center and microfilm vault storage functions. The software must apply holds on normal disposition activity at the record series, individual accession, individual box, and/or individual file levels.
- 3.2.4 The software must import existing data files from current software (Microsoft Access and SQL database files) to the maximum extent possible to populate appropriate corresponding data fields in the new software). The system shall accept the importation of data in a text type format, such as tab-delimited or fixed width delimited text.
- 3.2.5 The system must accommodate the State Records Center's sequential shelf location numbering scheme.
- 3.2.6 The system should print bar-coded and eye-readable shelf location labels and bar-coded and eye-readable box labels. A sample of a proposed box label can be seen in Attachment 1 of this RFP.
- 3.2.7 The system shall fully support relocation of boxes within the SRC, including printing of new box labels showing the new location and adjusting the space management data.
- 3.2.8 The system must accommodate the Microfilm Storage Vault's storage location numbering scheme, based on Aisle-Storage Unit-Drawer-Shelf-Location.
- 3.2.9 The system should print eye-readable microfilm box labels. Barcodes shall not be used to track microfilm storage in the Vault, therefore no barcode labels shall be required. A sample of the current box label can be seen in Attachment 1 of this RFP.
- 3.2.10 The system must capture all the metadata associated with each roll of microfilm, currently consisting of over 30 fields.
- 3.2.11 The system shall distinguish between and accommodate the differing operational procedures of the SRC - which stores inactive paper records for state agencies and provides retrieval, re-filing, and destruction services on those records - and the Microfilm Storage Vault - which provides long-term and permanent environmentally-controlled storage for silver-halide original microfilm. The two storage operations differ in several ways, including storage location numbering systems, storage containers, intake (accessioning) procedures, metadata, customer services, and destruction methods.
- 3.2.12 The system must include software, to be installed on servers and client PCs provided by the Secretary of State. Hardware components consisting of barcode scanners and label printers, as well as an initial supply of appropriate blank labels, shall be provided by the contractor with pricing specified in Exhibit A.
- 3.2.13 The software shall process data inputs and changes via real-time processing

- 3.2.14 The software shall process data from the barcode scanners in real time when the scanners are directly connected to the system and in downloaded batch processing mode when the scanners are used as portable devices. The downloaded batch processing shall retain the time sequence of transactions entered into the portable scanner.
- 3.2.15 The software shall run and operate on the Windows Operating System (Windows Server 2003).
- 3.2.16 The system's database shall be a relational database compatible with Microsoft SQL 2000 and/or SQL 2005.
- 3.2.17 The system's relational database language shall support SQL queries.
- 3.2.18 The system should support various types of query functions to allow RMD staff and external customers to access information in the system database, based on their authorization level. The system should have various methods of querying, including exact phrase and keyword searches, user-defined Boolean combinations, proximity searches, browsing, and truncation.
- 3.2.19 The system should support the following types of standard queries, among others.
- a. Accession Search (e.g., provide all data regarding an accession or range of accessions in the Records Center.)
  - b. Box Search (e.g., provide all data regarding the location and contents of specific boxes within an accession.)
  - c. Content Search (e.g., search the box contents field of a specific accession, or all accessions, to locate a particular file number or text string)
  - d. Record Series Search (e.g., find all accessions in the Records Center under a specified records series.)
  - e. "Hold" Search. (e.g., find all accessions under a disposition hold.)
  - f. Destruction Date Search for a specific date or range of dates. (e.g., Which accessions are eligible for destruction 12/31/06? or, Which accessions are eligible for destruction between 10/01/06 and 12/31/06?)
  - g. Retention Period Search. (e.g., Which accessions are to be held for 20+ years?)
  - h. Account/Agency Search. (e.g., Give me a list of all accessions for account XX-XX-XX-XX, or, give me a listing of all accessions for the Attorney General.)
  - i. Box type/size. (e.g., search for locations of non-standard records boxes.)
  - j. Locations/Space Available (e.g., identify unassigned blocks of space in the Records Center or Vault.)
- 3.2.20 The system shall output various selections of machine-readable records and printed products including, but not limited to: lists, labels, and online transfer of records.
- 3.2.21 The system should produce status reports for the work in process (in queue) at each processing stage of the records life cycle.
- 3.2.22 Client and server software shall be GUI-based and compatible with Microsoft Windows 2000 and XP, and later operating systems. If the client is web-based, the contractor must list which browsers are supported, and any browser plug-ins needed.
- 3.2.23 The system's website must support satisfactory access from client hardware, software, and communications most commonly in use at RMD and in the general Internet population, such as Mozilla, Firefox, Microsoft Internet Explorer, and text-based dial-up telecommunications.
- 3.2.24 The website should not have design solutions that require downloads of additional client software or plug-ins. However, if additional software or plug-ins are necessary in order to access/view documents/plans, then such software/plug-ins must be furnished at no cost to the agency or online customer. Further,

persistent “cookies” or other methods that persistently identify an online customer between sessions should be optional, and may only be used if the online customer or RMD explicitly “opts in” to be remembered. RMD recognizes that a online visitor may have a more enjoyable experience if they can be passively identified, but this should be optional because shared computer usage is common.

3.2.25 The system must initially support simultaneous access of at least 12 RMD network users and unlimited customer internet browser users, and shall provide scalability to increase the number of network and internet browser users accessing the system, up to the license user limit.

3.2.26 The system must have a mechanism to ensure system reliability so that RMD’s information/data is stored and protected so as to substantially prevent such information/data from being deleted and/or lost due to system failure(s).

### **3.3 Retention Schedules Management:**

3.3.1 The system shall create, maintain, and use multiple distinct retention schedules.

3.3.2 The system shall create and utilize both General Records Schedules, which all state agencies may use, and agency-specific record schedules which may only be used by organizational components of a single agency.

3.3.3 Each retention schedule shall consist of one or more records series. Each records series shall describe a particular type of record, and shall include, at a minimum, a record title, description of the record, cutoff date, retention period, and disposition instruction.

3.3.4 The system shall include a “cutoff date” in each records series, which is the date that marks the beginning of the retention period. Cutoff dates frequently occur at the end of the state fiscal year (June 30), but may also be based on specific event dates, time span end-dates, calendar year, federal fiscal year, or other dates.

3.3.5 The retention periods should be expressed in terms of years, months, days, or any combination of years, months, and/or days.

3.3.6 The system should have a minimum of five (5) hierarchical levels of classification for each records series, with each level having lifecycle management capabilities. In the absence of defined lifecycle rules at a lower level of the hierarchy, the rules of the level immediately higher should apply.

3.3.7 The system should allow retention schedules to have a minimum of five (5) hierarchical levels of organization within an agency.

3.3.8 The system should contain fields that aid in managing the retention function, including, but not limited to: record series number or code, series title, series description, cutoff date or event, length of retention period, disposition instruction, date record series approved, permanent record indicator, and privacy status indicators.

3.3.9 The system should have common records management terminology as well as user-definable vocabulary, including but not limited to user-definable database fields and user-editable form and report labels for existing database fields.

3.3.10 The system should list the appropriate laws, statutes, and regulations that pertain to records series.

3.3.11 The system must have comprehensive tools for the management of records retention schedules, including additions, deletions, and modifications of records series and media types on existing schedules, as well as creation of new schedules.

- 3.3.12 The system should allow authorized customer agency personnel to request the creation, amendment, or deletion of records series on their agency-specific retention schedule via online access to the system. The system should route this request containing draft schedule items to the RMD Records Analyst assigned to the agency, in which the system shall allow the RMD Analyst to review, make modifications, and take other processing action.
- 3.3.13 After the processing of draft record series items is complete and all changes have been agreed to by the agency and the RMD Records Analyst, the system should grant an authorized agency official online access for the purpose of providing final official agency approval to the draft records series items.
- 3.3.14 The system shall print the draft records series items in a standard form for presentation to the State Records Commission for final approval.
- 3.3.15 The system shall track the status of a schedule (e.g., waiting for approval from the agency, or pending State Records Commission approval, etc.).
- 3.3.16 The system shall grant authorized users the ability to make global changes in a records schedule to reduce data entry, such as reorganization of divisions within departments, transfers of functions between agencies, updates to fields such as series titles or descriptions, or changes to retention periods.
- 3.3.17 The system shall track the history of a retention schedule, including, but not limited to, revisions, superseded schedules, changes in organizations, etc.
- 3.3.18 The system shall track old/superseded records series codes, including links to superseding codes that still refer to boxes in storage that were accessioned under the old code.
- 3.3.19 The system shall output currently approved general and agency-specific records schedules in a format suitable for posting and searching on the SOS website, and for printing to paper.
- 3.3.20 The retention schedules must be integrated with the inventory management system so that retention policies described in each records series are automatically applied to accessions, boxes, folders and documents upon initial data entry. All inventory management sub-records (i.e., accession, box, folder, and document records) associated with a particular record series shall inherit and auto-fill all data from that record series, except *contents*, *dates*, and *note* fields.
- 3.3.21 Whenever record series are updated, the system shall recalculate disposition dates and globally update all affected records in the Records Center or Vault. However, the system shall not change data for items already destroyed, transferred to Archives, or permanently withdrawn.
- 3.3.22 The system should calculate separate lifecycles for multiple official and reference copies of a record.
- 3.3.23 The system should link official records and reference/convenience copies in a relational arrangement (e.g., relational pointers).
- 3.3.24 The system shall permit disposition rules that are contingent upon the occurrence of an event. For accessions stored in the Records Center under these contingent records series, the system shall allow entry of a date at which time the agency will be requested to determine whether the event has occurred or not. If it has, the system must proceed with normal disposition, and if it has not, the system must require the user to enter a new review date.

#### **3.4 Inventory and Space Management:**

- 3.4.1 The system must maintain a real-time inventory of record items in the Records Center and the microfilm storage Vault.

- 3.4.2 The system shall manage all record items regardless of their physical medium.
- 3.4.3 The system shall manage Records Center inventory at the hierarchical levels of Accession, Box, Folder, and Document.
- 3.4.4 The system shall manage microfilm storage Vault inventory at the hierarchical levels of Accession and Box/Roll (each box contains one roll of microfilm, so the terms may be used interchangeably).
- 3.4.5 The system shall automatically assign each record item a unique internal system number to identify it, and shall prevent these numbers from being duplicated within the system for any other record item.
- 3.4.6 The system shall define Records Center and Vault area storage configurations, including, but not limited to, containers per shelf, type and size of containers, and available space for each shelf or other physical area.
- 3.4.7 The system shall accommodate different shelf location arrangements in different storage areas, including, at a minimum, a straight sequential location numbering pattern, and an arrangement pattern based on Aisle – Microfilm Storage Unit – Drawer – Shelf – Location.
- 3.4.8 It is desirable that the system accommodate a shelf arrangement pattern that permits the assignment of rear shelf locations to accessions independently from the assignment of front shelf locations (“back veneer” and “front veneer” arrangement.)
- 3.4.9 It is desirable that the system provide functions for space management of active file rooms, including file cabinets and open or closed shelf filing.
- 3.4.10 It is desirable that the system support both fixed (assigned location for each box) and dynamic (first available vacant location for each box as it is returned) space management schema, including use of dynamic space management on some shelves while using fixed space management on others.
- 3.4.11 The system shall display a list of available (unassigned) shelf spaces at any time, grouped by the number of contiguous available spaces, and sorted either by group size or by location, at the user’s option.
- 3.4.12 The system shall distinguish between 16mm and 35mm rolls of microfilm in calculating available storage locations in the Vault, including accommodating combinations of sizes stored on the same storage unit shelf.
- 3.4.13 The system shall prevent the assignment of new accessions to shelf spaces that are already occupied or previously assigned by use of validation edits.
- 3.4.14 The space management system shall incorporate barcode technology to track the physical location of record items in the State Records Center, and permit the scanning of documents to folders, folders to boxes, and boxes to a specific shelf location.
- 3.4.15 The space management functionality shall manage multiple physical storage locations (i.e., more than one records center building) by each facility, by combinations of facilities, or in aggregate, and be seamless to the end user.
- 3.4.16 The system should accommodate the large scale relocation (re-warehousing) of accessions from one area of the Records Center to other locations, including identification of all accessions in the affected area, identification of available properly-sized vacant locations in which to put the accessions, printing of new box labels to reflect the new locations, and making internal database updates after the new locations have been verified through barcode scanning. This functionality should include relocations from one building to another.

**3.5 Accessioning:**

- 3.5.1 The system shall allow a customer to log into the system via a web browser to initiate the “transmittal” process, in order to get approval to send records to the SRC for storage.
- 3.5.2 The system shall have a function for RMD staff to enter transmittal data on behalf of customers that do not have internet access.
- 3.5.3 Upon login and verification of the customer user, the system should automatically fill all agency identification and address fields on the on-screen transmittal form.
- 3.5.4 For each accession, the system shall require the customer to enter the appropriate record series number related to the records, either through direct entry or selection from a pick list filtered for that customer, and shall populate all related record series fields.
- 3.5.5 The system shall require the customer to fill in information related to each accession, including, but not limited to, the cutoff date, the number of boxes in the accession, and a description of the contents of the accession.
- 3.5.6 The system should have a function for the customer to enter a description of the contents of each box in the accession, at the customer’s option.
- 3.5.7 Upon successful completion and submission of the transmittal information by the customer, the system should alert the proper RMD user that one or more transmittal requests are ready for his/her review.
- 3.5.8 The system should have a function in which the proper RMD user can make minor edits to designated fields when he/she detects spelling or other obvious errors by the customer, without having to return the transmittal to the customer for correction. Such edits should be tracked and reported to the customer in the message that returns the approved transmittal.
- 3.5.9 The system should have a function for the proper RMD user to return the pending transmittal to the customer, with the user’s comments, for correction of significant errors and re-submission.
- 3.5.10 Upon approval by the proper RMD user, the system shall assign a unique identifying Accession Number to each accession, comprised of the 4-digit calendar year and a 4-digit sequential number.
- 3.5.11 Upon assignment of the Accession Number, the system should generate a notice to the customer that the transmittal has been approved, that the customer should mark the boxes with the accession number and box numbers (e.g., Box 2 of 6), and prepare the boxes for shipment or pickup. The notice should normally be transmitted by email, but may be printed and mailed to those customers without email service.
- 3.5.12 For customers within the Records Center’s pickup service area, the system should add approved accessions into a Pickup queue, for review and scheduling of pickups by SRC staff.
- 3.5.13 When the Records Center staff has selected a group of accessions for a day’s pickup, the system shall upload the information for those accessions into a handheld barcode scanner. The driver shall key in or scan appropriate information at the time he/she picks up each accession, to permit tracking the movement and activity of each accession from the first moment that the SRC takes physical custody of it.
  - a. The system shall track partial pickups and deliveries in cases when shipments are too large to fit onto the truck as one complete accession.
- 3.5.14 Upon delivery of the accessions to the appropriate records center building, the system should route them to an Intake Processing queue.

- 3.5.15 As each accession in the Intake Processing queue is processed, the system should propose a shelf location with the correct number of contiguous vacant spaces to accommodate the number of boxes, and list alternative available locations of the same size. This process should be based on criteria programmed by the system administrator. The processing clerk should be able to select any offered location, or select a larger or multiple smaller locations, at his/her discretion.
- 3.5.16 After a location is selected, the system shall print a label for each box in the accession. The label, similar to the illustration in Attachment 1, shall be approximately 4 ¼" X 5 ½" in size and shall contain information providing, at a minimum:
- identification of the agency and subdivisions
  - identification of the record series
  - description of the contents of the accession
  - the cutoff date of the accession
  - description of the contents of each box, if provided by the customer
  - the Accession Number
  - box number of each box and the total number of boxes in the accession (e.g., Box 4 of 12)
  - the records center building and shelf location where each box is located
  - a barcode which uniquely identifies each box
- 3.5.17 After the accession has been placed on the shelves, the system shall verify the correct location by means of the RMD user scanning the barcodes on the boxes and the barcodes on the shelf locations. The hand-held scanner/terminal should provide the user with an immediate positive verification or error message.
- 3.5.18 The system should permit the scanning of only the first and last boxes being placed on the shelves and the first and last shelf locations, in lieu of scanning all of the boxes and locations, at the option of the user.
- 3.5.19 Following verification of shelving, the system shall generate a printable Transmittal form, containing all pertinent information about each accession including the storage location, and shall either notify the customer by email of its availability for downloading from the online customer interface, or shall send it to the customer as an email attachment. For customers without online access, the system shall print a copy of the Transmittal form for mailing to the customer.
- 3.5.20 The system shall print a copy of the final Transmittal form for Records Management Division for filing as the official record of the accession.
- 3.5.21 For records received in the Records Center that shall be microfilmed by the Imaging Section (see section 3.8), the system shall transfer the accession information into a Microfilm work queue, and print an additional copy of the final Transmittal form in the Imaging section to be used for scheduling the microfilming work.
- 3.5.22 The system shall produce images of approved Transmittal forms on demand for retrieval and on-screen viewing or printing by Records Management staff or customers. The system shall only authorize customers to view and print their own organization's Transmittal forms.

### **3.6 Reference, Refiling, and Interfiling:**

- 3.6.1 The system shall permit the customer to log in via web browser to request the temporary or permanent return to the customer of records stored in the SRC (called a "reference request" or "pull request").
- 3.6.2 The system shall have a function for RMD staff to enter reference request data on behalf of customers that do not have internet access.
- 3.6.3 The system shall permit the customer to request the return of:
- an entire accession
  - multiple boxes in an accession

- c. a single box,
  - d. multiple folders from multiple boxes in an accession,
  - e. multiple folders from a single box,
  - f. a single folder from a box, or
  - g. one or more documents from a folder.
- 3.6.4 For all reference requests, the system shall require the customer to provide, at a minimum, the Accession Number, the Box Number(s), and, for folder or document requests, the identification of the folder and document. Alternatively, the customer shall be able to enter the Shelf Location Number(s) and, for folder or document requests, the folder and document identification. In either case, the system shall use the provided identifiers to populate the remaining fields on the on-screen form related to agency identification and address, identity of person requesting the record, record series identification, accession number, box number(s), shelf location of the box(es), description of the accession, and other relevant information from the database.
- 3.6.5 The system should handle requests for multiple items, without having to re-enter the accession and box number, so long as they remain the same as the previous request. When the customer wishes to request an item from a different box, he/she may simply overwrite the suggested accession and/or box number on the form, and the system should update the related fields automatically and allow the customer to continue entering requests.
- 3.6.6 After the customer submits the reference requests, the system should move them to a Reference Request queue, and alert the proper user at the appropriate records center building that there are requests ready to process.
- 3.6.7 For all requests, the system shall print a 8 ½" X 11" Reference Request form for the proper RMD user to use as a work order and as a charge-out for the pulled record item.
- 3.6.8 The system should identify and print selected reference requests from the queue in a list format, rather than as individual Reference Request forms, based on criteria pre-determined by the system administrator or at the user's option.
- 3.6.9 The system shall sort reference requests in various sequences determined by the user before printing. Sequences available shall include, at a minimum, Shelf Location Number order and Agency sequence. Sorting shall be possible on at least three (3) hierarchical levels (e.g., Agency – Record Series – Shelf Location Number).
- 3.6.10 For each Folder-level or Document-level reference request, the system shall print an eye-readable and machine-readable barcode label to affix to the item when it is pulled, concurrently with printing the Reference Request form (or list). The barcode shall associate Documents to Folders, and Folders to Boxes. The eye-readable information shall include, at a minimum, the system-generated identification number for that folder or document, the Accession Number, the Box Number, and the Shelf Location Number.
- 3.6.11 It is highly desirable that the Folder/Document barcode label be incorporated into the Reference Request form as a peel-off section of the form rather than as a separate item, in order to prevent separation of the label and the form when the user carries them into the stacks to pull the item.
- 3.6.12 The system shall load the reference requests into the handheld scanner/terminal, in the sequence selected by the user. As each pull request is completed, the user shall affix the barcode label to any Folders and/or Documents, and scan the barcode of the selected item (Box, Folder, or Document) into the handheld scanner/terminal. The system shall allow user to input an explanatory code for items searched for but not found. Upon completion of the pull run and return to a terminal, the user shall be able to update the database by downloading the handheld scanner/terminal information into the system.

- 3.6.13 For unsuccessful reference pulls, the system should notify the customer via email that the item could not be found and the reason for not locating the item. The RMD user should have an option to add to or amend the text of this email message, or allow it to be sent in a standard form. For customers without email, the system should print the form letter for mailing or faxing to the customer.
- 3.6.14 For successful reference pulls, the system shall move the records into a Shipping/Delivery queue.
- 3.6.15 The system shall distinguish different methods of delivery of records, including at a minimum:
- delivery of folders via Secretary of State mail courier in the local delivery area
  - delivery of boxes via SRC truck in the local delivery area
  - pickup of records from the Records Center by customer agency personnel
  - shipment of boxes to non-local areas via commercial carrier, at customer's expense, and
  - mailing of folders to non-local areas via USPS.
- 3.6.16 For delivery in the local area, the system shall use hand-held scanner/terminals to track the movement of records from the Records Center to the customer's location, and shall record the final delivery to the customer. For pickup by the customer personnel, the hand-held scanner/terminal shall record delivery to the individual.
- 3.6.17 For records that are shipped or mailed, the system shall use hand-held scanner/terminals to track the movement of the records up to the point of delivery to the shipper or USPS.
- 3.6.18 For permanent withdrawals by the agency, the system shall update the space management system at the point of delivery to the agency, in order to make the vacated space available for assignment to new incoming accessions. For temporary withdrawals, the space shall remain assigned and unavailable to new incoming accessions.
- 3.6.19 The system should log on customer agency personnel to request the pickup of boxes ready to be returned to the Records Center for refiling. The Refile Pickup queue should be accessed by the delivery driver to incorporate these pickups into his/her other daily pickups and deliveries.
- 3.6.20 When a customer agency returns records to the Records Center for refiling, and the user scans the barcode affixed to the record item, the system should upload to the hand-held scanner/terminal the correct shelf location, accession number, box number, and, if necessary, folder number so that the item can be refiled.
- 3.6.21 Upon refiling the item and removing the charge out form, the user shall scan the item's barcode and the shelf location barcode to verify the correct placement of the item and update the database that the item has been checked back in. The hand-held scanner/terminal should provide the user with an immediate positive verification of the location or error message.
- 3.6.22 The system should track the workload and charging customer agencies for the interfiling of new records (folders or documents) into agency accessions that are already stored in the SRC.

### **3.7 Technical Requirements - Disposition Processing:**

- 3.7.1 The system shall calculate the disposition date for accessions in the SRC, based upon the record series' specified retention period and each accession's Cutoff Date.
- 3.7.2 The system shall carry out different disposition processes. These processes shall lead to results which shall include, at a minimum:
- Review for occurrence of a contingent event
  - Destruction (through recycling), or
  - Transfer of permanent records to the State Archives

- 3.7.3 The system should execute disposition processing on both a batch and an accession-by-accession basis, at the user's option.
- 3.7.4 The system shall generate a list of accessions that are eligible for disposition, on a periodic (e.g., monthly) basis or on demand. The list should be sortable and filterable by multiple data fields.
- 3.7.5 The list shall provide links or contain sufficient information to permit the proper RMD user to review the details of each accession eligible for disposition, and either approve, delay, apply a hold, or take other appropriate action on the proposed disposition.
- 3.7.6 After the RMD user has entered his/her approval, the system shall generate a notice to the authorized customer agency official that a disposition "certificate" is ready and waiting for the agency's approval.
- a. For agencies without internet access, the notice should be in written form for mailing, and should include printed copies of the disposition certificates for that customer.
  - b. For agencies with internet access, the notice should be via email, and should include instructions for logging onto the system and reviewing and approving the certificates, or taking alternative action.
  - c. The form of the "certificate" should vary depending on the nature of the disposition. Types of certificates should include a Destruction Certificate for the disposal of records, a Transfer to the State Archives certificate to transfer custody of permanent records, a Review of Contingent Disposition certificate to determine whether a contingent disposal event has occurred or not, or other appropriate approval form. In all cases, the certificate shall require approval by the authorized agency official before proceeding to the next step of the disposition process.
- 3.7.7 The system should generate follow-up notices to agencies that have not taken action on pending disposition certificates within a specified period of time, continuing periodically until the agency responds. The follow-ups should be either email or printed, as appropriate for the agency.
- 3.7.8 The system shall place a "Hold" or "Freeze" on the disposition of an accession, a group of accessions, or an entire records series, following review and concurrence by the proper RMD user. The hold shall be applied for records that are needed for legal, regulatory, audit, ongoing business activity, or other valid purposes, as determined by the RMD user. The Hold/Freeze request should provide a date when the Hold shall be reviewed to determine if it can be lifted.
- 3.7.9 The system shall accommodate the disposition of a portion of an accession, and placement of a "hold" on the remaining portion. The customer shall be allowed to designate boxes that may be disposed of, and boxes that must be retained for ongoing purposes, within an accession. After the designated records have been destroyed, the system shall move that part of the accession into the system history file. It shall allow the RMD user to physically consolidate the remaining boxes on hold into contiguous shelf locations, adjust the box locations accordingly within the space management system, make the vacated spaces available for assignment, and continue to manage the reduced-size active accession subject to a "hold" review date.
- 3.7.10 Once the authorized agency official has approved the disposition certificate, the system shall route the accession to the proper work queue for destruction, transfer, or other action.
- 3.7.11 At the request of RMD users, the system should compile lists of accessions approved for disposal, sorted by various criteria at the RMD user's discretion. Sorting criteria should include, at a minimum: shelf location number, agency, time elapsed since first eligible for disposal, time elapsed since approved for disposal, size of accession, record series, and media.
- 3.7.12 At the request of RMD users, the system shall generate disposal pull lists, which include the accessions to be pulled from the Records Center shelves on a given day for recycling.

- 3.7.13 The system shall enter the accessions from a handheld scanner against the disposal pull list as the boxes are pulled from the shelves.
- 3.7.14 When a complete accession is being pulled from contiguous shelf locations, the system should allow verification of the accession throughout the scanning of a representative box and location, rather than every box in the accession, to speed up the pulling process.
- 3.7.15 Following the disposition of an accession, the system should generate a notice to the customer verifying completion of the disposition action taken, in either email or printed form as appropriate for the agency.
- 3.7.16 The system shall maintain a complete audit trail of all actions and approvals involved in the disposition process, and a history file of all partial and full accessions that have been destroyed or transferred to the State Archives.

### **3.8 Microfilm Vault Operations Intake and Data Entry:**

- 3.8.1 The system shall maintain a queue of accessions of original records to be microfilmed, sorted in the order of date received into the Records Center (paragraph 3.5.21).
- 3.8.2 The system shall allow authorized Imaging Section employees to select any accession in the queue for microfilming, and shall generate a reference request to the Records Center to have that accession charged out and delivered to Imaging.
- 3.8.3 Upon completion of the microfilming work, the Imaging Section shall return the original records to the Records Center for refiling. The system shall keep track of all movements of records between the Records Center and Imaging Section.
- 3.8.4 The system shall enable authorized customers to electronically submit Transmittal forms for the sole purpose of having accessions of records microfilmed, without having the original records stored in the Records Center, using the procedures outlined in paragraphs 3.5.1 – 3.5.11.
  - a. Upon submission of the Transmittal by the agency and approval by the assigned Records Analyst, the system shall enter these accessions into the Microfilm work queue for scheduling, but shall not process them to the Records Center accessioning queue.
  - b. The system shall generate a notice to the customer indicating that the accession has been accepted for microfilming, that the agency should retain the records, and that the agency shall be notified when to deliver the records to the Imaging section for microfilming.
  - c. When the authorized Imaging Section user selects one of these accessions from the Microfilm queue, the system shall generate a notice (email or written) to the agency directing them to deliver the records to the Imaging Section for microfilming.
- 3.8.5 The system shall enable a customer to submit an electronic “Microfilm Work Order Request” to request the developing and duplicating of rolls of microfilm that the agency created itself. The Work Order shall contain identifying information about the agency and the microfilm that is required to be in the database in order for the Imaging Section to store the original rolls of film in the Vault.
- 3.8.6 After all microfilm camera work is completed and the original film has been developed, inspected, and accepted, the system shall enter the metadata about the microfilm into the Vault database in preparation for storage in the Vault, including but not limited to metadata related to: film type, size, brand and reduction ratio; the processing of the film; and the values resulting from the quality control inspection.
- 3.8.7 Upon entry of the necessary metadata, the system shall assign a unique Film ID to each roll of microfilm in the accession, and shall assign a storage location in the Vault for the accession.

- 3.8.8 The system shall print a box label for each roll of microfilm in the accession containing, at a minimum, the Location for that box, the Agency Code, the unique Film ID, and a brief Content Description (e.g., beginning and ending file numbers). See Attachment 1 for an example of the box label.

### **3.9 Microfilm Vault Operations Customer Services (Duplication):**

- 3.9.1 The system shall log customers into the system via a web browser in order to submit an electronic request to have an original roll of microfilm from the Vault duplicated and the copy sent to them.
- 3.9.2 The system shall display to the customer a listing of the customer's accessions stored in the Vault, from which the customer can select the rolls of film to be duplicated.

### **3.10 Microfilm Vault Operations Disposition Processing:**

- 3.10.1 The system shall manage the disposition of microfilm records in the Vault using the same processes as defined in paragraphs 3.7.1 – 3.7.12 and 3.7.15 – 3.7.16. Each of the requirements defined in paragraphs 3.7.1 – 3.7.12 and 3.7.15 – 3.7.16 shall apply equally to the disposition of microfilm in the Vault.

### **3.11 Accounting/Billing:**

- 3.11.1 The system shall perform monetary chargeback calculations based on predetermined service activities and unit costs related to the storage and servicing of records.
- 3.11.2 The system shall generate reports based on chargeback calculations for periodic invoicing of customers, costing reports, and budgeting.
- 3.11.3 The system shall calculate and charge individual departments or organizations within agencies.
- 3.11.4 The system shall calculate total charge amounts for an agency as well as a detailed breakdown of charges for departments within an agency.
- 3.11.5 The system should manually add special charges and/or one-time charges for non-regular services and activities.
- 3.11.6 The system should have viewing and manual correction capabilities for invoices prior to final issuance.
- 3.11.7 The system should group accounting history for a specific customer over a user-defined period of time.
- 3.11.8 The system should re-print invoices upon request.
- 3.11.9 Barcode scanning shall include a date/time stamp for each activity. The system's date/time stamp must provide the functionality to calculate the duration of chargeable activities, and to verify sequences when uploading to the database and prevent overwriting of previous activities if multiple scanners are used and uploaded out of order.
- 3.11.10 The system shall track all outstanding or delinquent invoices until they are fulfilled or cancelled.
- 3.11.11 The system shall report outstanding invoices, including a listing of all invoices currently outstanding, arranged by user, agency, or records series.

### **3.12 Reports and Forms:**

- 3.12.1 The system shall produce detailed and summary reports of data on the operations, use, activity, and performance of the overall system and each function in particular, on a regular schedule and on demand.

- 3.12.2 The system shall generate customized reports from user-designated fields and combinations of fields, according to user-specified parameters for the contents and formats of reports.
- 3.12.3 The system shall generate on-screen and printed versions of standard operating forms containing data from the system, including, at a minimum:
- a. Draft Records Retention Schedules
  - b. Approved Records Retention Schedules
  - c. Transmittal forms for new accessions
  - d. Reference Request
  - e. Destruction Certificate
  - f. Transfer to the State Archives Certificate
  - g. Review of Contingent Disposition Certificate
  - h. Microfilm Work Order
  - i. Microfilm Duplication Request
  - j. Disposal Pull lists
- 3.12.4 The contractor must customize at a minimum twelve (12) system reports as directed and specified by the RMD. These twelve reports shall be in addition to the standard reports generated in the system.
- 3.12.5 The contractor's system must have the flexibility to customize the system to capture unique information specific to RMD's business processes. The contractor's system must allow for at least twenty (20) user-defined data fields that allow for alpha-numeric characters of at least ten (10) character length. The system must track, store, and report information entered into these user-defined data fields. The contractor shall understand and agree that RMD shall have the sole discretion as to which screens of the system need to incorporate one or more of the user-defined fields. The contractor and RMD shall mutually agree to as to the actual placement of the user-defined field(s) within the particular screen.
- 3.12.6 The shall generate on-screen and printed versions of Work In Progress reports at each significant stage (queue) of the automated work process, showing aged backlogs of work to be accomplished.
- 3.12.7 The system should include an industry standard report writer.
- 3.12.8 The system should produce a variety of "canned" reports within the system related to inventory management, space management, customer usage tracking, and accounting/billing.
- 3.12.9 The system should create and integrate ad-hoc and custom reports and forms on demand.

### **3.13 Access and Security:**

- 3.13.1 The system shall be accessible to RMD staff through network workstations, handheld terminal/barcode scanning devices, and internet browser access to the system.
- 3.13.2 The system shall be accessible to customers through an internet browser, including, at a minimum, support for Internet Explorer, Netscape, and Firefox browsers.
- 3.13.3 The system's online functions shall include, but are not limited to, query, input, update, and output of records in the system.
- 3.13.4 The system shall assign a unique User ID and temporary password to each authorized user, after review and approval by a system administrator.
- 3.13.5 The system shall require the user to choose a secure password, and to change the password regularly.
- 3.13.6 The system should require minimum and maximum password lengths and content (e.g., minimum alpha or numeric content).

- 3.13.7 The system shall set permission levels, as specified by the system administrator, for each user through assignment to an established user group and/or assignment of individual function permissions.
- 3.13.8 The system should restrict customers to searching only their holdings and charges in the Records Center and microfilm vault, and print reports related to their records only.
- 3.13.9 The system permissions that may be assigned to customers singly or in combination should include, but not be limited to:
- a. Initiate new or revised draft records series on their agency records retention schedule
  - b. Provide agency approval to final draft records series for submission to State Records Commission
  - c. Initiate an electronic “transmittal” to transfer inactive agency records to the Records Center for storage
  - d. Submit an online records pick-up request
  - e. Submit an online reference (pull) request for the temporary or permanent return of records to the agency
  - f. Request monthly service activity and billing reports for the organization, including ability to see real-time month-to-date data
  - g. Receive system-generated and staff-initiated email notices and reports related to their records in the Records Center or vault, including records destruction approval notices
  - h. Provide electronic approval for destruction notices, or request a hold on the destruction of specified records.
- 3.13.10 The system shall grant or deny access of customers to records based on the record series code.
- 3.13.11 The system should utilize administrator-definable security features, including, but not limited to: password access, user group security rights, field-level rights, database record-level rights, and control permissions to allow and prevent information editing and deleting.
- 3.13.12 The system shall integrate with the existing security environments and apply security across the system from a single administration interface.
- 3.13.13 The system should encrypt with SSL (Secure Sockets Layer) encryption.
- 3.13.14 The system should configure to set the number of retries that a valid user code can attempt to log in before the user is locked out of the application. Once locked out, the system administrator shall have to re-set the user’s password.
- 3.13.15 The system should configure to store all login attempts for user codes within the application.
- 3.13.16 The system shall, via a simple process, back up all transaction and database information at regularly scheduled intervals, including, at a minimum, daily, weekly, and monthly back ups.

## **4. HARDWARE REQUIREMENTS**

### **4.1 Barcode Readers:**

- 4.1.1 The system shall support both attached and portable barcode scanners.
- 4.1.2 The quantity and type of barcode readers to be installed in each location shall be determined by RMD during the site survey and installation of the system from those proposed by the contractor.

### **4.2 Label Printers:**

- 4.2.1 The system shall print labels on demand that include popular barcode languages and functions with standard label formats, including printing eye-readable text or numbers along with the barcode.

- 4.2.2 The system should print to network printers or specialty roll-fed label printers.
- 4.2.3 The system should print to custom designed and non-standard labels.
- 4.2.4 The contractor should provide printers that enable the user to easily switch between labels of different sizes (e.g., from records center box labels to file folder labels).
- 4.2.5 The quantity and type of label printers to be installed in each location shall be determined by RMD during the site survey and installation of the system from those proposed by the contractor.

#### **4.3 Box, Microfilm Box, & Barcode Labels:**

- 4.3.1 Labels shall be self-adhesive, without need for moistening.
- 4.3.2 Labels of different sizes should be of high quality and durability, capable of adhering to a corrugated records center box, a cardboard or plastic microfilm box, a standard office file folder, and/or the front edge of a steel records center shelf for a minimum of 20 years without becoming brittle, losing adhesion, or falling off.
- 4.3.3 The quantity and type of labels to be initially purchased shall be determined by Records Management Division during the site survey and installation of the system.

### **5. PERFORMANCE REQUIREMENTS**

#### **5.1 Implementation/Project Plan:**

- 5.1.1 Within ten (10) business days after RMD's written notice to contractor indicating a directive to proceed with services or upon receipt of a properly authorized purchase order, the contractor shall provide a basic project schedule with milestones and time frames for: system installation, database conversion, training, and full system cut-over. The finalized implementation/project plan must be completed within 45 calendar days after the agency's 'directive to proceed' notification and shall be subject to the agency's approval.
  - a. The finalized implementation schedule must include:
    - 1) A description of all of the major project tasks that shall be completed by the contractor.
    - 2) Identification of the specific tasks within each component of the implementation plan that must be completed by the agency.
    - 3) Detailed completion dates for each major task/component of the project work, and the number of days necessary to complete each major task.
    - 4) Mutually agreed upon turnaround times for the agency to review, approve, and formally accept or reject the components of the work performed.
    - 5) Signature and date lines for both contractor and the agency to signify approval of completed task.
  - b. Any changes to the finalized implementation/project plan must be formalized in writing as an official revision. A copy of any revised implementation/project plan(s) must be submitted to DPMM.
  - c. The project work shall follow the State of Missouri standards and guidelines for project management referenced on the Office of Information Technology's website at <http://www.oa.mo.gov/itsd/cio/> under Project Management.

#### **5.2 Installation:**

- 5.2.1 Contractor shall coordinate all installation and configuration issues with both the Secretary of State's Information Technology staff and RMD staff. The IT staff shall be the primary source of information on

technology issues. The RMD staff shall be the primary source of information on work processes, terminology, and configuration issues. The three units shall work cooperatively to achieve a smooth implementation.

5.2.2 Prior to installation, Contractor shall perform a site evaluation visit in Jefferson City, MO, to review the physical layout of the facilities and determine the best locations to install hardware, analyze the data contained in current systems to plan for migration and conversion of that data into the new system, and conduct other pre-installation analysis.

- a. The contractor shall work with the RMD to examine how they do business and how to best take advantage of the functionality provided by the new system. These services shall include identifying needed changes in policies, procedures, statutes, or constitutional provisions, evaluating current day-to-day workflows and business processes, and looking at organizational relationships. The result of this service will be an achievable plan for obtaining maximum productivity from the technology and human resources with a goal of improved service delivery in terms of reduced processing time and/or higher quality service. The plan will identify changes in reporting relationships, authority and control, streamlining of processes, development of new workflow processes, and identifying the employees needed in each agency to efficiently run and manage the new systems when they are fully operational.

5.2.3 Contractor shall provide all software and, in conjunction with ITSD, install and configure all hardware items (printers and scanners), server software, and any needed client software to permit access by RMD-networked computers and customer agency internet browsers.

5.2.4 Contractor shall install all hardware items that are accepted as part of this system and all software necessary for their operation.

### **5.3 Data Conversion:**

5.3.1 Contractor shall consult with IT and RMD staff for planning and completing data conversion, loading, and testing of all existing data from the current records center and vault management systems.

5.3.2 Contractor shall convert data from the existing systems to the new system. All conversion and migration costs must be included in the Proposal.

5.3.3 Contractor shall consult with RMD to determine what new information shall be needed to be reformatted or created and added to the new system to make it fully operational, such as record retention schedule disposition codes, freeze/hold codes, and other components. This consultation should occur at the earliest stages of implementation planning to enable RMD staff to complete these tasks.

5.3.4 Contractor must identify any periods of downtime or periods during which the normal input, update, and circulation activities may not be performed, as a result of data conversion and migration.

5.3.5 Conversion activities shall include steps designed to change the primary focus of the inventory management and disposition systems to the *accession* level, rather than the *box* level. The new system should feature the accession as the primary level of control, and the box as a component of the accession.

5.3.6 The contractor shall work with the agency to develop and implement a plan for data conversion to the new system. This shall include conversion of historical and current data from the internal agency's Access system. The services shall include establishing a conversion control plan including techniques and associated tools used to track, document, and manage conversion issues. The services shall include verification that data have been converted correctly and that the processes used on the converted data are functioning as specified when the new system is fully operational. The Conversion Plan shall clearly identify in detail all steps, tasks, activities, events, milestones and resources necessary for the contractor to convert data to the Record Management System in a manner so that the system will operate in full

compliance with the specifications and requirements described herein. The contractor shall be responsible for all data conversion activities.

#### **5.4 User Acceptance Testing:**

- 5.4.1 Contractor shall oversee and conduct a User Acceptance Testing process with designated RMD and IT personnel.
- 5.4.2 Contractor shall provide or create test cases utilizing actual Records Management Division data to use to ensure complete functionality and operation of each component of the system.
- 5.4.3 The contractor must fully implement the system and all components that fulfill the requirements stated herein. Testing of the system functionality shall be considered successfully completed when it has been demonstrated that the system and website executes properly and in accordance with the RFP requirements as stated herein. The contractor shall be paid for successful implementation of the system when the user has successfully tested and/or reviewed all the components, functions, features, and/or documentation that encompass the scheduled deliverables in accordance with the Implementation Plan and RFP requirements. Successful User Testing shall have occurred when the system runs as described herein for a period of five (5) consecutive business days without encountering any system errors that affect the accuracy of the system (i.e. no severity level 1 or 2 issues/program errors during this testing phase).
- 5.4.4 No payments for contract items dependent upon the system (e.g. license subscriptions for the system, maintenance for the system, etc) shall be paid before the user has successfully tested and/or reviewed all the components, functions, features, and/or documentation that encompasses the scheduled deliverables in accordance with the Implementation Plan and RFP requirements.

#### **PARAGRAPH ADDED BY AMENDMENT #001**

- 5.4.5 *System Test Environment: The contractor shall extend the rights of the software license to allow for copies of the Licensed Software to execute in a test environment for the purposes of testing the compatibility of the Licensed Software with any upgraded or new software, which interfaces with the Licensed Software (such as the Operating System) or testing a new version or release of the Licensed Software with existing software. The test environment may or may not be executed on the same hardware as the production system. This copy of the software will not be used for production purposes. The State shall be authorized to use these copies of the Licensed Software at no additional cost to the State.*
  - a. *The test environment shall not be continued during “normal operations” unless software development efforts or system upgrade efforts exist, in which case RMD shall maintain, or else create, the appropriate test environment(s) as needed.*

#### **5.5 System Administration:**

- 5.5.1 The system should support user-definable fields and business rules to customize the product without custom development.
- 5.5.2 The system should provide API's for integration with content management and imaging systems.

#### **5.6 Training:**

- 5.6.1 Contractor shall provide training to designated IT and RMD administrative and end users on the technical and Records Management administrative functions of the system prior to completed implementation and in accordance with an overall implementation project plan to be developed and agreed to between the RMD and the successful contractor.

- 5.6.2 Contractor shall provide initial group and individual training on each function of the system to all of the RMD users of the system in the Director's office, Records Analyst staff, Records Center, and Imaging section. The contractor must provide all training required for successful operation of the system, including manuals for staff designated for training. Training must include both media based, hands-on experience, and instructor-led delivery modes.
- a. The contractor must provide three (3) end user training sessions for up to fourteen (14) trainees per session. Training shall be held at a State of Missouri facility site of RMD's choosing within Jefferson City, Missouri. The date and time of the training shall be mutually agreed to by the contractor and RMD, however, the contractor should provide a training schedule that will minimize travel related expenses. All contractor travel expenses for this on-site training must be included in the cost stated in Exhibit A.
  - b. At the request of the agency, the contractor shall provide additional training sessions.
  - c. If there are system changes, upgrades, enhancements, or new releases to the software that require additional training or at the request of the agency, then the contractor shall provide the additional training needed for the successful operation of the software. Updated manuals/user-guides shall be provided to the agency staff at no charge.
- 5.6.3 Contractor shall train RMD staff members on training customer agency employees to use the system. The contractor shall provide written (Microsoft Word) training material for use by RMD staff in registering and training customer agency employees on use of the web browser interface to access the system and perform authorized activities.
- 5.6.4 The contractor shall provide all training course materials, student manuals and training exercises, at no additional cost to the state. Pursuant to RFP paragraph 2.16.1, all course materials shall become the property of the Secretary of State. The contractor shall grant the Secretary of State the legal right to reproduce and distribute all customized course materials developed specifically for the Secretary of State for use in training internal the Secretary of State employees.

## **5.7 Maintenance/Technical Support Services:**

- 5.7.1 Technical Support: The contractor must provide to RMD a contact phone number which RMD can use to report technical problems. This phone, if not a direct contact line to the contractor support structure, must provide 30-minute call back by contractor personnel.
- 5.7.2 System Maintenance Support Services: The contractor must provide system maintenance (e.g. upgrades, enhancements, new releases, etc.) and technical support for all products/services provided, including ongoing unlimited telephone technical support problem determination and resolution. So long as the State of Missouri pays the maintenance fees as specified within Exhibit A, the contractor shall provide to the State of Missouri all generally publicly available improvements and additions to the functionality, as well as new functions, of the Licensed System and provide the maintenance services as specified herein.
- a. The contractor shall maintain the Licensed System so that it operates in conformity with all descriptions and specifications herein or as otherwise provided by the contractor, including specifications for the performance of all improved or modified versions which the State of Missouri has been licensed to use.
  - b. Maintenance services shall include, at a minimum, the detection and correction of software errors according to the specifications described herein and in the contractor's documentation of the software and the implementation of all program changes, system configuration, new releases/updates, upgrades, enhancements, new versions and implementation of additional programs provided under this contract discovered by the State of Missouri or otherwise made known to the

contractor. The contractor agrees to respond to the State of Missouri's inquiries regarding the use and functionality of the solution as issues are encountered by system users.

- c. System Maintenance shall also include all services necessary to maintain the system operational, internet services, system back ups, and all system configurations, troubleshooting, resolution of system errors, malfunctions, and system restoration.
- d. For any customization of the system to meet mandatory requirements of the RFP and for any customization of the system as a result of a Project Assessment Quotation (PAQ) [refer to RFP section 5.10], the contractor shall be required to provide system technical support of those customizations through out the life of the contract. Any new versions or new releases of the system application acquired by or provided to the agency pursuant to the contract must include the customizations of the system required herein or through a PAQ.

5.7.3 The contractor shall be responsive and timely to maintenance/technical support calls/inquiries made by RMD. The contractor must provide technical/help desk support Monday through Friday, at least eight hours per day, excluding state holidays. It is highly desirable that the technical support coverage be between the hours of 7:00 a.m. and 6:00 p.m. central time.

5.7.4 The help desk/technical support personnel should be knowledgeable and technically trained to answer/resolve system technical support problems. The help desk staff should be able to answer "how to" type questions about the system as well as questions about hardware and internet setting configurations.

- a. When RMD staff calls the help desk/technical support, the contractor's technical support staff should not place the RMD caller on hold for more than five (5) minutes. If unable to connect the RMD caller to talk to an actual help desk/technical support person that can assist them with their problem(s) within the aforementioned 5 minute period, the technical staff should inform the RMD caller that they'll need to call them back. Call back response shall be pursuant to paragraph 5.7.5. The contractor's staff merely picking up the phone to indicate for the caller to continue holding or other similar type message shall not meet this requirement. Merely answering the phone and assigning a case number to a problem shall not meet the technical response time requirements of the RFP.
- b. When calling back to RMD to report progress or answer help desk questions and the help desk staff are unable to reach RMD staff by telephone, the help desk staff should make at least two additional attempts within the next business hour to respond to the help desk inquiry/issue. The help desk/technical staff may leave a voice message for the RMD caller but such message must indicate the contractor's staff person's name, time called, and description of how to return the call to obtain further assistance.
- c. If investigation and research is required by technical staff and the problem cannot be resolved or question answered immediately, then the help desk/technical support staff should call back within two (2) hours to report progress on the problem's resolution. Help desk staff should continue, on a daily basis or other basis agreed upon between RMD and contractor, to keep RMD staff informed on progress of the problem's resolution.

5.7.5 At the request of the agency, the contractor should provide on-site support as needed, if needed. The contractor shall be responsive and timely to maintenance/technical support calls/inquiries made by state agency. The agency reserves the right to determine and assign levels of severity for the issue/support problems.

- a. Depending upon the severity of the issue/support problem shall determine the average problem resolution response time in any calendar month of the contract as follows:
  - 1) Severity Level 1 shall be defined as urgent situations, when the agency's production system is down and the agency is unable to use the Licensed Programs, the contractor's technical support

staff shall accept the agency's call for assistance at the time the agency places the initial call; however if such staff is not immediately available, the contractor shall return the agency's call within one (1) business hour. The contractor shall resolve Severity Level 1 problems as quickly as possible, which on average shall not exceed two (2) business days, unless otherwise authorized in writing by the agency.

- 2) Severity Level 2 shall be defined as a critical software system component(s) that has significant outages and/or failure precluding its successful operation, and possibly endangering the agency's environment. The Licensed Program may operate but is severely restricted (for example, a frequently used subcommand gives an incorrect response). The contractor's technical support staff shall accept the agency's call for assistance at the time the agency places the initial call; however if such staff is not immediately available, the contractor shall return the agency's call within two (2) business hours. The contractor shall resolve Severity Level 2 problems as quickly as possible, which on average shall not exceed three (3) business days, unless otherwise authorized in writing by the agency.
  - 3) Severity Level 3 shall be defined as a minor problem that exists with the Licensed Programs but the majority of the functions are still usable and some circumvention may be required to provide service (for example, an infrequently used subcommand gives an incorrect response). The contractor's technical support staff shall accept the agency's call for assistance at the time the agency places the initial call; however if such staff is not immediately available, the contractor shall return the agency's call on average within three (3) business hours. The contractor shall resolve Severity Level 3 problems as quickly as possible, which on average shall not exceed ten (10) business days, unless otherwise authorized in writing by the agency.
  - 4) Severity Level 4 shall be defined as a very minor problem or question that does not affect the Licensed Programs' function (for example, the text of a message is worded poorly or misspelled). The contractor's technical support staff shall accept the agency's call for assistance at the time the agency places the initial call; however if such staff is not immediately available, the contractor shall return the agency's call within four (4) business hours. The contractor shall resolve Severity Level 4 problems as quickly as possible, which on average shall not exceed twenty-two (22) business days, unless otherwise authorized in writing by the agency.
- b. During any contract period, the contractor's repeated failure to meet the above stated call back, on-site, and/or problem resolution response times may result in withholding of payments for invoices due to the contractor until resolution of issues/problems have been achieved or may result in the cancellation of the contract. The Division of Purchasing and Materials Management shall notify the contractor in writing of any intention to withhold payment of fees pursuant to this section for contractor's failure to perform in accordance with the terms and conditions of this contract agreement. Should the state fail to provide such written notification to the contractor prior to the expiration of the current contract period, it will void the state's ability to withhold payments for products/services invoiced for that particular period. However, this in no way affects the state's ability to seek such remedy in any subsequent renewal option years should such issues persist. The contractor acknowledges and agrees that such delayed payment of invoices shall in no event impair the obligation or liability of the contractor to perform according to the terms of the contract. Late payment fees shall not be assessed or payable for such delayed payment of invoices due to contractor's repeated failure to meet the response times. Should the contract be cancelled by the state, the contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- 5) On-site Response Time: The State of Missouri defines the on-site response time as the total elapsed time from when it has been mutually determined between the contractor and the agency that an on-site technician is necessary to until the time when the contractor's qualified service technician is present on site at the calling agency's location.

- 6) **Problem Resolution Response Time:** The State of Missouri defines the problem resolution response time as the total elapsed time from when the contractor's qualified service technician has been contacted by the agency and the software error/nonconformity severity level has been determined until the time when the issue or problem has been fixed, tested, and verified as being resolved as reasonably determined by the agency in accordance with the aforementioned severity level provisions.

NOTE: The contractor shall not be liable for delayed delivery of goods or services to the State of Missouri, if the failure to perform the contract arises out of causes solely beyond the control of, and without the fault or negligence of the contractor.

- 5.7.6 **Documentation:** The contractor must supply at least two (2) complete sets of the user documentation/operating manuals necessary to install, operate and maintain the licensed products provided at no cost to the State.
- 5.7.7 **Consulting Services:** The contractor should provide consulting services in support of usage of all software that is provided.
- 5.7.8 The contractor must provide technical/help desk support Monday through Friday, at least eight hours per day, excluding state holidays. It is highly desirable that the technical support coverage be between the hours of 7:00 a.m. and 6:00 p.m. central time.
- 5.7.9 It is highly desirable that the contractor provide a toll free telephone number for support.
- 5.7.10 The contractor shall keep a log of all maintenance/technical support calls made to the help desk/technical support personnel and document the complaints and problems reported to the help desk system whether made by RMD or by RMD customers utilizing the website. The log shall be made available to RMD as part of monthly reporting as well as any other time upon request by RMD. This report(s) shall be delivered to or made available to RMD no later than by the end of business (5:00 p.m. Central Time) on the fifth calendar day of every month. The log must at a minimum contain the following information:
- a. Time of call;
  - b. Name of Caller;
  - c. Caller's Organization/Agency Name;
  - d. Caller's telephone number and/or email address;
  - e. Description of Reported Problem/Complaint;
  - f. Indication of whether the problem/complaint was resolved at time of call;
  - g. Description of any follow up investigation/resolution plans;
  - h. Assigned Case number if resolution not provided during call; and
  - i. Date of and Description of Final Resolution.
- 5.7.11 It is highly desirable that the contractor provide electronic support. Electronic support includes the ability to report problems to the contractor on-line, the ability to browse a database containing problems, technical questions, and the ability to fix problems electronically.

## **5.8 Software and Hardware Warranty:**

- 5.8.1 The contract must provide at a minimum a ninety (90) day warranty on all software provided and a one year warranty on all hardware provided. The warranty period shall commence upon the date of installation of the software and hardware. The contractor shall warrant that the software and hardware shall conform to the mandatory technical and performance requirements described in this RFP. The contractor shall also warrant that the software and hardware shall perform and operate in accordance with the contractor's published specification documentation, including user manuals, regarding the software and hardware.

- 5.8.2 In the event that the State of Missouri discovers that the licensed products do not meet the mandatory technical and performance requirements described herein or any of the specifications of the contractors' documentation for the software during the warranty period, the contractor shall be given an opportunity to cure the breach of warranty, as follows: (1) the contractor shall correct the error and/or nonconformity within thirty (30) calendar days, unless otherwise agreed to in writing by the agency, (2) if the error/nonconformity pertains to a seldom used subroutine then the contractor shall provide the agency a reasonable procedure to circumvent the error, or (3) replace and/or substitute the software or hardware with same and/or greater functionality without charge. If the aforementioned options are not feasible or do not resolve the breach of warranty, then the State of Missouri shall have the right to terminate the contract, return the licensed products provided, and receive a full refund of all license, equipment, and maintenance fees paid to the contractor pursuant to this contract, provided that the State of Missouri notifies the contractor in writing within the fifteen (15) days after testing the program fix/error correction or substitute products and such testing results in the products still being in substantial error/nonconformance to the mandatory technical and performance requirements of the contract. Upon termination of the contract due to breach of warranty, the agency shall return to the contractor, at the contractor's expense, all products licensed hereunder within thirty (30) days of written termination notification.
- a. Pass-Through of Warranties: The contractor shall identify in writing all third-party warranties that the contractor receives in connection with any Product provided to the State of Missouri. The contractor hereby passes through the benefits of all such warranties, provided that nothing in this section shall reduce or limit the contractor's obligations under this contract.

## **5.9 Documentation:**

- 5.9.1 Contractor shall provide the RMD with a written system operations manual, describing the user interface and activities for each of the work process functions performed by the system. The manual shall incorporate the revised terminology and field name changes that were customized to meet RMD's requirements during implementation. The operations manual shall be in sufficient detail to enable the reader to operate the system.
- 5.9.2 Contractor shall provide IT with all technical specifications, technical publications, API utilizations, code written, and other technical system documentation to enable IT to host, operate, back up, restore, and administer the software and hardware elements of the system.

## **5.10 Project Assessment Quotation (PAQ):**

- 5.10.1 Project Assessment Quotations: For customization of the system not described in the RFP (outside of the contract requirements included herein and/or for undefined areas of scope of work requests), the contractor shall understand and agree the state agency shall utilize the Project Assessment Quotation (PAQ) as a means (1) to identify the specific tasks to be performed and (2) to mutually agree upon the total price to be paid to the contractor upon completion of the specified tasks. The PAQ process shall occur in a controlled sequence of proposals and approvals by the agency's designated Project Director as outlined below. The contractor shall understand and agree that the general protocol for PAQ workflow shall be as described below:
- a. STEP 1: PAQ REQUEST  
The agency's designated Project Director will present a written request for each PAQ to the contractor, in a standard format. The agency's request must explain the scope of the project and the tasks the agency desires the contractor to perform, including applicable business and technical specifications.
- b. STEP 2: DRAFT PAQ

The contractor must respond (within a prescribed number of days mutually agreed upon by the state agency and the contractor) to each such PAQ request from the agency's designated Project Director with a draft PAQ which provides a statement of cost (based upon the hourly/daily rates specified on the pricing pages) and time, technical and strategic alternatives, and solution recommendations.

c. **STEP 3: APPROVAL OF DRAFT PAQ**

If the draft PAQ is approved by the agency's designated Project Director, the contractor must then prepare a final PAQ for resubmission to the agency's designated Project Director for final approval.

d. **STEP 4: FINAL PAQ**

1) The contractor's final PAQ must include:

- 2) contract number;
- 3) state agency name/address
- 4) state agency designated project director name and phone number
- 5) contractor contact name and phone number
- 6) brief title of specific PAQ
- 7) final PAQ issue date
- 8) a detailed itemization and description of all of the project tasks which shall be completed by the contractor (i.e. project work), including requirements for and specified frequency of any required status reports; the specified project tasks and deliverables must be clearly stated and must be quantifiable;
- 9) the firm, fixed total number of project hours for contractor personnel and the firm, fixed cost (based upon the hourly/daily rates specified on the pricing pages)
- 10) detailed completion schedule for each task/component of the project work;
- 11) mutually agreed upon turnaround times for the agency's designated Project Director to review, approve and formally accept or reject the components of the contractor's project work in accordance with the approved final PAQ;
- 12) mutually agreed upon milestones for compensation of project costs for the contractor's project work, including any mutually agreed upon holdbacks for specified deliverables and holdback release time frames for specified deliverable completion;
- 13) identification of the specific tasks within each component of the PAQ which must be completed by state agency personnel;
- 14) signature and date lines for both the contractor and the agency's designated Project Director to signify approval.
- 15) the contractor's final PAQ must also include all travel-related expenses if services are requested to be provided on-site; however, travel time from the consultant's office or residence to the state agency facility and travel time from the state agency facility to the consultant's office or residence shall not be considered billable time and shall not be included in the contractor's firm, fixed total number of project hours for contractor personnel stated in the contractor's final PAQ.

e. **STEP 5: APPROVAL OF FINAL PAQ**

The contractor and the agency's designated Project Director must indicate mutual acceptance of the final PAQ by signing and dating the final PAQ. The agency's designated Project Director (1) must retain one signed copy; (2) must forward a copy to the Division of Purchasing and Materials Management for inclusion in the contract file and (3) must send one copy to the contractor.

f. **STEP 6: AUTHORIZATION TO PROCEED/ PAQ PROJECT WORK**

An approved final PAQ alone does not constitute an authorization to proceed with project work. Before proceeding with project work, the contractor must receive a properly authorized Contract Release Order except the state agency may authorize an obligation of less than \$25,000 pursuant to the terms of the contract without the official encumbrance of funds. Project work shall include the contractor's completion of the tasks identified in the final PAQ.

g. **STEP 7: FORMAL ACCEPTANCE**

Upon the completion of all project work of a given PAQ, the contractor must notify the agency's designated Project Director in writing and shall submit an invoice in accordance with the PAQ approved by the agency's designated Project Director. The agency's designated Project Director shall review, approve and formally accept or reject the components of the PAQ project work in accordance with the turnaround time outlined in the PAQ. Formal acceptance shall not be unreasonable delayed or withheld by the state.

h. **STEP 8: COST RECOVERY FOR CONTRACTOR**

Project costs for the PAQ project work shall be reimbursable upon formal acceptance by the agency's designated Project Director in accordance with the milestones for compensation outlined in the PAQ.

i. **GENERAL REQUIREMENTS**

- 1) The contractor shall submit draft and final PAQs in a timely manner. The state agency and the contractor shall mutually agree upon the prescribed number of days for the contractor to submit the draft and final PAQs.
- 2) The agency's designated Project Director reserves the right to reject any contractor-submitted PAQ, and/or request the contractor to submit a revised PAQ with adjustments (revised cost, length of time, solution recommendation, etc).
- 3) The contractor shall not be paid for the preparation of the PAQ.
- 4) The contractor should provide a percentage discount to be applied to the contractor's hourly rates for projects/tasks that are of a three-month or greater duration.
- 5) A PAQ request, the draft and final PAQs, and the contractor's project work must be within the scope of the performance requirements identified in the contract which the contractor was awarded and must not change any provision of the contract.
- 6) Any changes to the PAQ must be formalized in writing as an official revision to the final PAQ. The format of PAQ revisions shall be consistent with the format of the final PAQ as outlined above, including the distribution of the original to the Division of Purchasing and Materials Management, a copy to the contractor and retaining a copy for the agency's designated Project Director. The contractor shall agree and understand the firm, fixed cost stated in the final PAQ shall not be increased unless the state agency requests a corresponding increase in the scope of work under the PAQ. If the scope of work does not increase, the contractor shall complete all work agreed upon in the PAQ at the firm, fixed cost stated in the PAQ.
- 7) The agency's designated Project Director shall have the right to terminate the PAQ at any time, for the convenience of the agency, without penalty or recourse, by giving written notice to the contractor at least five (5) working days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the agency's designated Project Director become the property of the State of Missouri. The contractor shall be entitled to receive just and equitable compensation for that work completed pursuant to the PAQ prior to the effective date of termination.
- 8) The duration of any PAQ must not exceed the effective contract period.

## **6. OFFEROR'S INSTRUCTIONS AND REQUIREMENTS**

### **6.1 Preparation and Submission of Proposals:**

6.1.1 **ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ONLINE BIDDING WEB SITE IS NOT AVAILABLE FOR THIS RFP.**

6.1.2 **Organization:** In order to provide optimal readability of their proposal by evaluators, offerors are strongly encouraged to organize their proposal as follows:

Signed RFP Cover Pages

Table of Contents

Transmittal Letter/Executive Summary

Exhibit A - Cost (Pricing Pages, Renewal Options)

Exhibit B - Technical Capabilities

Exhibit C - Reliability, Contractor Performance & Support Services

Exhibit D - MBE/WBE Participation

Exhibit E - Other Requested Information

6.1.3 **Conciseness/Completeness of Response:** It is highly desirable that the offeror responds in a complete, but concise manner. It is the offeror's sole responsibility to submit information in their response as it relates to the evaluation categories. The State of Missouri is under no obligation to solicit such information if it is not included in the offeror's response. The offeror's failure to submit such information may cause an adverse impact on the evaluation of their proposal. Unnecessary information should be excluded from the offeror's response.

6.1.4 **Copies:** The offeror's proposal should include an original document, plus seven copies for a **total of eight (8) documents**. The front cover of the original proposal should be labeled "original" and the front cover of all copies should be labeled "copy". In addition, the offeror should provide electronic copies of their entire proposal on CD(s), including all exhibits and/or attachments, in Microsoft-compatible format **WITH THE ORIGINAL DOCUMENT AND WITH EACH OF THE PROPOSAL COPIES**.

- a. Both the original and the copies should be printed on recycled paper and double sided. All proposals and copies should minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding.
- b. The proposal should be page numbered.
- c. The signed page one from the original RFP and all signed amendments should be placed at the beginning of the proposal.

6.1.5 **Imaging Ready:** All proposals are scanned into the Division of Purchasing and Materials Management imaging system after award of the RFP. In preparing their proposal, offerors should be mindful of document preparation efforts for imaging purposes and storage capacity that shall be required to image the proposals. Glue bound materials should not be used.

6.1.6 **Open Records:** The offeror's response shall be considered an open record pursuant to RSMo (Revised Statutes of the State of Missouri) Section 610.021 upon the official opening of the proposals – refer to the following web site link for further information: <http://www.moga.mo.gov/statutes/C600-699/6100000021.HTM>. The offeror shall not submit their response as proprietary or confidential unless the proprietary or confidential nature of the material is provided for in the above-referenced statute. Proprietary or confidential portions of the offeror's response allowed by the statute shall be separated, sealed and clearly marked as confidential. Also, the offeror shall provide adequate explanation of what qualifies the material as being held confidential under the provisions of the statute.

6.1.7 **Preprinted Marketing Materials:** The offeror may submit preprinted marketing materials with the proposal. However, the offeror is advised that such brochures normally do not address the needs of the evaluators with respect to the technical evaluation process and the specific responses which have been

requested of the offeror. The offeror is strongly discouraged from relying on such materials in presenting products and services for consideration by the state.

6.1.8 Compliance with Terms and Conditions: **Offerors are cautioned that the State of Missouri shall not award a non-compliant proposal.** Consequently, any offeror indicating non-compliance or providing a response in conflict with mandatory requirements, terms, conditions or provisions of the RFP shall be eliminated from further consideration for award.

- a. In responding to RFPs, some offerors respond with their organizations' standard contractual requirements, terms and conditions which often conflict with the RFP requirements, terms and conditions. To address this, upon signature of Exhibit E.1, the offeror has the ability to agree that, in such cases of conflict, the RFP requirements, terms and conditions shall prevail and apply to the contract and the conflicting offeror response shall be invalid and have no force or effect on the contract.

6.1.9 Business Compliance: The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that he/she and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The offeror shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include but may not be limited to:

- Registration of business name (if applicable)
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g., professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

NOTE: The Secretary of State is responsible for the registration of all Missouri and out-of-state business entities doing business in Missouri. These business entities include: for profit and nonprofit corporations, limited liability companies, limited partnerships, and many others. Missouri corporations must file articles of incorporation, while out-of-state corporations must obtain a certificate of authority. In addition, all corporations must file various documents required by law, such as amendments, mergers, consolidation instruments, articles of dissolution and terminations. For further information please go to the following web site: <http://www.sos.mo.gov/business/corporations/> or contact the Corporations Division of the Secretary of State office located at the James C. Kirkpatrick State Information Center, P.O. Box 778, Jefferson City, Missouri 65102, Telephone: (573) 751-4153.

6.1.10 Foreign Vendors: If you are a foreign company and do not have an Employer Identification Number assigned by the United States Internal Revenue Service (IRS), you will need to 1) complete the appropriate IRS W-8 form (found on the [www.irs.gov](http://www.irs.gov) website), 2) complete a State of Missouri Vendor Input Form located at [www.oa.mo.gov/acct/](http://www.oa.mo.gov/acct/) (on the right side of the screen under "FORMS") and 3) fax these documents along with a cover letter that states that you wish to register on the State of Missouri On-Line Bidding/Vendor Registration System website to the fax number listed in the Vendor Input Form instructions. The cover letter must include the e-mail address of the individual submitting the documentation. The documentation must be processed by the State of Missouri prior to conducting business with the state. Once the information has been processed, your company will be provided, via e-mail, a number that may be used to register as a State of Missouri vendor through this On-Line Bidding/Vendor Registration System website (<https://www.moolb.mo.gov>).

- a. If your company is a foreign company and you have an Employer Identification Number assigned by the IRS, completing an IRS W-8 form will not be necessary and you may register as a vendor with

the State of Missouri through the On-Line Bidding/Vendor Registration System website by using the Employer Identification Number assigned to your company by the IRS.

- b. When submitting your bid/proposal, attach a note to the front page advising DPMM whether you have (1) submitted a W-8 prior to submission of the bid/proposal, (2) included the completed W-8 form with your bid/proposal, or (3) registered with the State of Missouri through the On-Line Bidding/Vendor Registration System website using your Employer Identification Number.

## **6.2 Proposal Evaluation:**

- 6.2.1 Evaluation: After determining that a proposal satisfies the mandatory requirements, the evaluator(s) shall use both objective and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

Cost.....	40%
Technical Capabilities.....	35%
Reliability, Contractor Performance & Support Services .....	20%
MBE/WBE Participation.....	5%

- 6.2.2 Cost Evaluation: The evaluation of cost shall cover the original contract period plus renewal periods. The cost evaluation shall include all mandatory requirements.
- 6.2.3 Subjective Evaluation: The evaluation of the offeror's technical capabilities, reliability, contractor performance & support services shall be subjective based on fact. Information provided by the offeror in response to the exhibits of this RFP, as well as information gained from any other source during the evaluation process, shall be used in the subjective evaluation.
  - a. The accessibility of the offeror's proposed product(s) will be considered in the subjective evaluation. The state recognizes that many commercial products do not conform 100% to the accessibility standards. Therefore, in evaluation of technical capabilities, the state shall subjectively evaluate the offeror's proposal based on the degree of conformance to the accessibility standards (see Paragraph 3.1.10 and Exhibit B, IT Accessibility Conformance Matrix). The subjective evaluation of accessibility will be subservient to the general, technical and functional requirements of the product.
- 6.2.4 Competitive Negotiation of Proposals: The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing and Materials Management reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:
  - a. Negotiations may be conducted in person, in writing, or by telephone.
  - b. Negotiations shall only be conducted with potentially acceptable proposals. The Division of Purchasing and Materials Management reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process shall be invited to submit a best and final offer.
  - c. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
  - d. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.

- 6.2.5 **Question Answer Conferences:** After an initial screening process, a question and answer conference may be conducted with the offeror, if deemed necessary. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the offeror's own expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing and Materials Management.
- 6.2.6 **System Demonstrations:** The offeror may be required to provide a demonstration of his/her system's capabilities at a site he/she deems appropriate and that is reasonably accessible to the evaluators. The demonstration should be constructed to both clarify and verify the offeror's response. Travel expenses incurred by evaluation team members shall be the responsibility of the State of Missouri.

### **6.3 Offeror's Response to Evaluative Criteria:**

- 6.3.1 **Cost:** All prices quoted shall be firm, fixed throughout the contract period stated on page one. The offeror must respond to Exhibit A with firm, fixed pricing for all applicable costs necessary to satisfy the requirements of the RFP.
- 6.3.2 **Technical Capabilities:** The offeror should provide information relative to the offeror's product's technical capabilities especially information as it relates to the requirements of this RFP. It is highly desirable that the offeror respond to the information requested in Exhibit B for purposes of evaluating the offeror's proposed technical capabilities.
- 6.3.3 **Reliability, Contractor Performance & Support Services:** The offeror should provide information relative to the offeror's reliability, contractor performance & support services, especially information as it relates to the requirements of this RFP. It is highly desirable that the offeror respond to the information requested in Exhibit C for purposes of evaluating the reliability, contractor performance & support services.
- 6.3.4 **Evaluation of Offeror's Minority Business Enterprise (MBE)/Women Business Enterprise (WBE) Participation:** In order for the Division of Purchasing and Materials Management (DPMM) to meet the provisions of Executive Order 05-30, it is desired the offeror secure participation of certified MBEs and WBEs in providing the products/services required in this RFP. The targets of participation recommended by the State of Missouri are 10% MBE and 5% WBE of the total dollar value of the contract. The offeror should provide information relative to the offeror's organization's commitment to MBE/WBE participation as it relates to the requirements of this RFP in Exhibit D.

### **6.4 Other Requested Information:**

- 6.4.1 The offeror should respond to the information requested in Exhibit E, Other Information.

**NOTE: FAILURE TO PROVIDE ADEQUATE INFORMATION TO COMPLETELY ADDRESS THE SPECIFIED EVALUATION CRITERIA SHALL AT LEAST RESULT IN MINIMAL SUBJECTIVE CONSIDERATION AND MAY RESULT IN REJECTION OF THE OFFEROR'S PROPOSAL.**

**EXHIBIT A**  
**PRICING PAGES**  
**(40 POINTS)**

**A.1 REQUIRED PRICING**

Offeror must indicate firm, fixed pricing, which includes all applicable costs necessary to satisfy the requirements of the RFP. All prices quoted shall be firm, fixed for the contract period stated on page one.

LINE ITEM	DESCRIPTION/COMMENTS	UNIT OF MEASURE	UNIT PRICE
001	Records Management System software	TOTAL	\$_____
002	System Implementation/Installation (refer to Sections 5.1 and 5.2)	TOTAL	\$_____
003	Data Conversion (refer to Section 5.3)	TOTAL	\$_____
004	Training (refer to Section 5.6). Pricing to include all travel related expenses. The offeror must specify the duration (i.e. the number of day(s) per training session):_____	EACH SESSION	\$_____
005	System Maintenance/Technical Support Services (refer to Section 5.7)	YEAR	\$_____

**A.2 OTHER REQUIRED PRICING**

The offeror must state below all applicable costs necessary to satisfy the requirements of the RFP. Unless stated in Exhibit A, the state shall assume that absolutely no other fees or charges, including upgrade fees, will be assessed to the state whatsoever in connection with the license granted herein and to satisfy the RFP requirements.

DESCRIPTION/COMMENTS	UNIT OF MEASURE	UNIT PRICE
Barcode Scanners (The offeror should specify all models and types offered, with per-unit price for each model):  _____  _____  _____	Each	
Printers (The offeror should specify all models and types offered, with per-unit price for each model):  _____  _____  _____	Each	

**A.2 OTHER REQUIRED PRICING - continued**

Project Assessment Quotation (PAQ) consulting rates	Per Hour	Price
Shelf Labels	Per Unit (The offeror should specify how many individual labels are included in each unit): _____	
Records Center Box Labels	Per Unit (The offeror should specify how many individual labels are included in each unit): _____	
Microfilm Box Labels	Per Unit (The offeror should specify how many individual labels are included in each unit): _____	
Folder/Document Labels	Per Unit (The offeror should specify how many individual labels are included in each unit): _____	
Change-out, peel-off Labels	Per Unit (The offeror should specify how many individual labels are included in each unit): _____	
Other Labels (Describe)	Per Unit (The offeror should specify how many individual labels are included in each unit): _____	

### A.3 OPTIONAL PRICING

The offeror may provide firm, fixed pricing for optional features, expansion options and/or enhancements for the proposed system solution. Please include other system options that are not included with the system license, but sold and maintained separately. Also list any pricing discounts.

[illegible]

#### A.4 RENEWAL OPTIONS FOR ALL PRICING

The Division of Purchasing and Materials Management shall have the sole option to renew the contract for five (5) additional one-year periods, or any portion thereof.

The offeror must indicate below the maximum allowable percentage of price increase or **guaranteed** minimum percentage of price decrease applicable to the renewal option periods. The quoted percentage(s) shall apply to each itemized component stated in Exhibit A. **If a percentage is not quoted (i.e. left blank), the state shall have the right to execute the option at the same price(s) quoted for the original contract period.** Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

All increases or decreases shall be calculated against the **ORIGINAL** contract price, NOT against the previous year's price. A CUMULATIVE CALCULATION SHALL NOT BE UTILIZED.

The percentages indicated below will be used in the cost evaluation to determine the potential maximum financial liability to the State of Missouri.

**NOTICE: DO NOT COMPLETE BOTH A MAXIMUM INCREASE AND A MINIMUM DECREASE FOR THE SAME RENEWAL PERIOD.**

	<b><u>Maximum Increase</u></b>	<b>OR</b>	<b><u>Minimum Decrease</u></b>
1 <sup>st</sup> Renewal Period:	original price +____%	<b>OR</b>	original price -____%
2 <sup>nd</sup> Renewal Period:	original price +____%	<b>OR</b>	original price -____%
3 <sup>rd</sup> Renewal Period:	original price +____%	<b>OR</b>	original price -____%
4 <sup>th</sup> Renewal Period:	original price +____%	<b>OR</b>	original price -____%
5 <sup>th</sup> Renewal Period:	original price +____%	<b>OR</b>	original price -____%

**EXHIBIT B**  
**TECHNICAL CAPABILITIES**  
**(35 POINTS)**

The evaluation of the technical capabilities of the products offered shall be subjective based on the specifications and requirements stated herein. Therefore, the offeror should present detailed descriptions of all products proposed. The following information should be provided by the offeror in order to verify the technical capabilities of the proposed system. The state reserves the right to use this information, including information gained from any other source, in the evaluation process.

NOTE: FAILURE TO PROVIDE ADEQUATE INFORMATION TO COMPLETELY ADDRESS THE SPECIFIED EVALUATION CRITERIA WILL AT LEAST RESULT IN MINIMAL SUBJECTIVE CONSIDERATION AND MAY RESULT IN REJECTION OF THE OFFEROR'S PROPOSAL.

**B.1 TECHNICAL CAPABILITIES**

The offeror should describe how the proposed software and hardware would meet each of the functional requirements stated in the Technical Specifications section of the RFP. ***For each of the technical specifications described in Sections 3 and 4, the offeror should describe how (including the process involved) the mandatory requirements will be fulfilled by the proposed solution, and to what degree the desirable specifications are met and/or exceeded.*** A simple "yes, no, or compliant" response does not fulfill this description request. This description should also include by whom, when, with what, why, where, etc., the requirements will be satisfied. PLEASE USE THE SAME PARAGRAPH NUMBERING SCHEME OF THE RFP WHEN RESPONDING TO EACH TECHNICAL SPECIFICATION. It is the offeror's responsibility to make sure all processes are adequately described, and that any terminology used that is different from the terminology used in this RFP is explained so that the reader can relate the response to the requirement. It should not be assumed that the evaluator has specific knowledge of the products proposed; however, the evaluator does have sufficient technical background to conduct an evaluation when presented complete information.

In providing the descriptions above, please include the following specific information when describing how the requirements will be fulfilled by the proposed solution:

<b>RFP Paragraph Number</b>	<b>In addition to the offeror's description of how (including the process involved) the requirements will be fulfilled by the proposed solution, the offeror's response should also include information related to the following:</b>
3.2.23	List all internet browser products supported by the proposed solution and any plug-ins required for full functionality. Describe how the internet customer interface is able to accommodate slow connections over dial-up telephone connections. Describe how the software accommodates interrupted or dropped connections in the middle of an on-line customer transaction.
3.3.9	Describe how many fields in the database related to the records scheduling function are user-definable.
3.3.14	Please provide a sample of a draft retention schedule that is under development, prior to its final approval.
3.3.19	Please provide a sample of an approved retention schedule. List the available output formats for approved schedules.
3.4.14	Discuss any alternatives to barcode technology that the proposed solution is capable of using for tracking physical locations of records items, and the relative advantages, disadvantages, and costs of each alternative technology compared to barcode technology.
3.5.7 – 3.5.11	Describe the method employed by the proposed solution to communicate status information to internet customers about pending transactions, or to request additional action from the customer, particularly when the customer is logged off of the system. Please describe the system's capability to generate email messages to the customer, including capability for RMD staff to incorporate specific information into a message before it is transmitted to the customer. Include this description in paragraph 3.5.11.

3.5.20	Please provide a sample of a completed transfer of custody receipt form from the proposed solution that is equivalent to the “Transmittal” form discussed in Section 3.5.
3.6.7	Please provide a completed sample of a pull request/charge-out form from the proposed solution.
3.6.10	Describe and provide a sample of a barcode label for a folder or document
3.6.11	Please comment on the feasibility of incorporating the folder/document barcode label as a peel-off section of the Reference Request form, in terms of commercial availability of such forms, any special printer requirements, costs compared to other alternatives, and other relevant considerations.
3.7.8	Describe in detail the process for applying “holds” or “freezes” on the normal disposition of records that have met their normal retention period. Describe whether multiple distinct holds can be applied to a single accession, with distinct review dates, and if so, how many such holds can be applied. Are distinct holds identified and tracked in a table within the system, and is there a history kept of previous holds that have expired or been lifted?
3.7.16	Describe the capability of the proposed solution to create and maintain a History File of every accession entered into the system through the entire life cycle of the accession, including after its disposition. Describe the contents of the History File or provide a sample printout of a history file for an accession.
3.11.12	Please provide a filled-in sample of standard chargeback/billing system reports included in the software, particularly those related to calculating the cost of providing a particular service, a monthly (or other period) customer invoice showing all charges for the period, and a customer account history.
3.12.6	Please provide a sample of a work-in-progress report for one stage of the work process.
3.13.4	Describe in moderate detail the process the system administrator follows to register a new internet customer user and assign appropriate levels of authorities to him/her.
4.1.2	Provide detailed descriptions and specifications for each model of barcode scanner that is proposed for use in this system, including its suitability to perform a particular part of the work process. If included in the proposal, describe both scanners attached to a particular workstation, and portable hand-held devices that can be used in the storage stacks or on the delivery truck. For portable scanners, describe the capability to input data via a keypad, and describe the method(s) for uploading stored data into the system and downloading data from the system. Provide per-unit pricing data in Exhibit A for each model of scanner that is being proposed.
4.2.5	Provide detailed descriptions and specifications for each model of label printer that is proposed for use in this system, including its suitability to perform a particular part of the work process. If included in the proposal, describe both printers attached to a particular workstation, and portable hand-held printers that can be used in the storage stacks or on the delivery truck. For portable barcode printers, describe how the printer interconnects and functions with the portable barcode scanner. Provide per-unit pricing data in Exhibit A for each model of label printer that is being proposed.
4.3.2	Describe and provide specifications for each label proposed for use in this system, including shelf location barcode labels (may not be more than 1” high to fit on shelf edge), records center box labels, folder and document barcode labels, and microfilm box labels. (Refer to paragraphs 3.2.6, 3.2.9, 3.2.12, 3.5.16, 3.6.10, 3.6.11, and 3.8.8 for usage of labels.) Describe which label printer uses each label. Discuss any labels that will require custom design. Describe whether labels are commercially available or sole source.

**EXHIBIT B SECTION B.1 CONTINUED - IT ACCESSIBILITY**

- ☐ **Product IT Accessibility:** As explained under “Accessibility Compliance” in the Technical Requirements section 3 of this document, the State of Missouri is mandated to make information technologies accessible to individuals with disabilities and has established statewide accessibility standards (Missouri Information Technology (IT) Accessibility Standards <http://www.oa.mo.gov/itsd/cio/standards/ittechnology.htm>) which must be followed in the state’s acquisition of IT products. Therefore, the offeror must provide a description of each proposed product’s conformance with the Missouri IT Accessibility Standards by means of completing either a Voluntary Product Accessibility Template (VPAT) ([www.itic.org/policy/508/Sec508.html](http://www.itic.org/policy/508/Sec508.html)) or other comparable document (see below). If a product does not conform completely to a given Missouri IT Accessibility Standard, the offeror must disclose the non-conformance as part of the VPAT or comparable document.
- ☐ The offeror should also provide a written description of compatibility with the following commonly used assistive technology products and a description of the process used to evaluate compatibility:
  - JAWS,
  - Window Eyes,
  - ZoomText,
  - MAGic, and
  - Dragon Naturally Speaking.
- ☐ The offeror should identify an accessibility coordinator responsible for ensuring conformance to IT accessibility standards during product development and in the final version deployment.
- ☐ The offeror should provide a description of the accessibility coordinator’s experience and expertise in developing IT accessible products.

The link references below should help offerors in determining the degree of conformance of their software products. The first link is the tutorial from the Access Board on the accessibility standards. Next is a link to the Access Forum’s Paper Tool which provides a discussion of each access standard and techniques for reviewing and deciding if the product meets that standard. This link is to one large document for all access standards so offerors will have to go to the software section for the software standards. Third link is the same type document that is used by a federal agency in reviewing products for conformance to the software standards.

- 1) <http://www.access-board.gov/sec508/software-tutorial.htm>
- 2) [http://accessibilityforum.org/paper\\_tool.html](http://accessibilityforum.org/paper_tool.html)
- 3) [http://www.tvworldwide.com/ittact/030813/Cannady\\_procured\\_software\\_v1.doc](http://www.tvworldwide.com/ittact/030813/Cannady_procured_software_v1.doc)

## IT ACCESSIBILITY CONFORMANCE MATRIX

IT Accessibility Standards (Reference State of Missouri IT Accessibility Standards at <a href="http://www.oa.mo.gov/itsd/cio/standards/ittechnology.htm">http://www.oa.mo.gov/itsd/cio/standards/ittechnology.htm</a> )			
No.	Accessibility Requirement	Supporting Features / Functions of the System	Development/Testing
		<ul style="list-style-type: none"> <li>Describe <b>how</b> and/or <b>to what degree</b> the proposed system <u>fulfills</u> the accessibility standards</li> </ul>	<ul style="list-style-type: none"> <li>Describe whether the proposed software applications were or will be developed aligned with MicroSoft Active Accessibility (MSAA).</li> <li>Describe whether you have done or will provide compatibility testing with commonly used Assistive Technology tools.</li> </ul>
Software Applications and Operating Systems			
1.	When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.		
2.	Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.		
3.	A well defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that assistive technology can track focus and focus changes.		

**IT ACCESSIBILITY CONFORMANCE MATRIX - continued**

<b><u>No.</u></b>	<b><u>Accessibility Requirement</u></b>	<b><u>Supporting Features / Functions of the System</u></b>	<b><u>Development/Testing</u></b>
		<ul style="list-style-type: none"> <li>Describe how and/or to what degree the proposed system fulfills the accessibility standards</li> </ul>	<ul style="list-style-type: none"> <li>Describe whether the proposed software applications were or will be developed aligned with MicroSoft Active Accessibility (MSAA).</li> <li>Describe whether you have done or will provide compatibility testing with commonly used Assistive Technology tools.</li> </ul>
4.	Sufficient information about a user interface element, including the identity, operation and State of the element, shall be available to assistive technology. When an image represents a program element, the information conveyed by the image must also be available in text.		
5.	When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.		
6.	Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.		
7.	Applications shall not override user selected contrast and color selections and other individual display attributes.		
8.	When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.		
9.	Color-coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.		

**IT ACCESSIBILITY CONFORMANCE MATRIX - continued**

<b>No.</b>	<b><u>Accessibility Requirement</u></b>	<b><u>Supporting Features / Functions of the System</u></b>	<b><u>Development/Testing</u></b>
		<ul style="list-style-type: none"> <li>Describe how and/or to what degree the proposed system fulfills the accessibility standards</li> </ul>	<ul style="list-style-type: none"> <li>Describe whether the proposed software applications were or will be developed aligned with MicroSoft Active Accessibility (MSAA).</li> <li>Describe whether you have done or will provide compatibility testing with commonly used Assistive Technology tools.</li> </ul>
10.	When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.		
11.	Software shall not use flashing or blinking text, objects, or other elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.		
12.	When electronic forms are used, the form shall allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.		
<b>Web-based Intranet and Internet Information and Applications</b>			
13.	A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content) except for captioning of audio information, which shall comply with (21) of this section.		
14.	Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.		
15.	Documents shall be organized so they are readable without requiring an associated style sheet.		
16.	Redundant text links shall be provided for each active region of a server-side image map.		
17.	Row and column headers shall be identified for data tables.		

**IT ACCESSIBILITY CONFORMANCE MATRIX - continued**

<b><u>No.</u></b>	<b><u>Accessibility Requirement</u></b>	<b><u>Supporting Features / Functions of the System</u></b>	<b><u>Development/Testing</u></b>
		<ul style="list-style-type: none"> <li>Describe how and/or to what degree the proposed system fulfills the accessibility standards</li> </ul>	<ul style="list-style-type: none"> <li>Describe whether the proposed software applications were or will be developed aligned with MicroSoft Active Accessibility (MSAA).</li> <li>Describe whether you have done or will provide compatibility testing with commonly used Assistive Technology tools.</li> </ul>
18.	<p>Captioning, video description or other equivalent alternatives for multimedia presentations, excluding live Webcasts, shall be provided in synchrony with the presentation, and in accordance with the following:</p> <p>(i) Captioning shall be provided for multimedia presentations that contain speech or other audio information necessary for the comprehension of the content in accordance with the schedule established in Paragraph (c) under Video and Multimedia Products.</p> <p>(ii) Video description shall be provided for multimedia presentations that contain visual information necessary for the comprehension of the content, in accordance with the schedule established in Paragraph (d) under Video and Multimedia Products.</p> <p>(iii) Live Webcasts that contain speech or other audio information necessary for the comprehension of the content, shall be captioned in accordance with the following schedule with priority given to content of statewide importance and events that do not provide the opportunity to request individual accommodations.</p>		

<b><u>No.</u></b>	<b><u>Accessibility Requirement</u></b>	<b><u>Supporting Features / Functions of the System</u></b>	<b><u>Development/Testing</u></b>
		<ul style="list-style-type: none"> <li>Describe how and/or to what degree the proposed system fulfills the accessibility standards</li> </ul>	<ul style="list-style-type: none"> <li>Describe whether the proposed software applications were or will be developed aligned with MicroSoft Active Accessibility (MSAA).</li> <li>Describe whether you have done or will provide compatibility testing with commonly used Assistive Technology tools.</li> </ul>
19.	Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.		
20.	Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.		
21.	Frames shall be titled with text that facilitates frame identification and navigation.		
22.	A text-only page, with equivalent information or functionality, shall be provided to make a Web site comply with the provisions of these standards, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.		
23.	When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by assistive technology.		
24.	A method shall be provided that permits users to skip repetitive navigation links.		
25.	When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.		
26.	Contact information for issues related to accessibility shall be provided on each entry page.		

**EXHIBIT C**  
**RELIABILITY, CONTRACTOR PERFORMANCE & SUPPORT SERVICES**  
**(20 POINTS)**

The evaluation of the offeror's proposed reliability, contractor performance, & support services shall be subjective based on the requirements stated herein. Therefore, the offeror should present detailed information regarding the offeror's reliability, contractor performance, & support services. The state reserves the right to use this information, including information gained from any other source, in the evaluation process.

NOTE: FAILURE TO PROVIDE ADEQUATE INFORMATION TO COMPLETELY ADDRESS THE SPECIFIED EVALUATION CRITERIA WILL AT LEAST RESULT IN MINIMAL SUBJECTIVE CONSIDERATION AND MAY RESULT IN REJECTION OF THE OFFEROR'S PROPOSAL.

**C.1 RELIABILITY (evaluation point value 8 points)**

Reliability of the offeror shall be considered in the evaluation process. Therefore, the offeror is advised to submit any information that documents successful and consistent reliability in past performances, particularly regarding installations for governmental clients.

Describe your relationship with any other companies and organizations that are strategic partners or alliances, particularly companies that provide Electronic Records Management (ERM) or Enterprise Content Management (ECM) software.

Indicate whether there is currently and within the past twelve months any legal actions, suits, or proceedings, pending or threatened against the offeror's organization. Please explain. For any subcontractors proposed the same information should be provided for the subcontractor's organization.

The offeror should indicate whether or not they have had any contracts with other governmental and/or private entities that have been canceled prior to expiration or contracts not renewed after the initial contract period. Please explain circumstances/reasons for the cancellation and/or non-renewal.

**C.2 CONTRACTOR PERFORMANCE AND SUPPORT SERVICES (evaluation point value 12 points)**

The offeror should detail how they intend to satisfy the requirements outlined in the Performance Requirements section of the RFP. **For each of the performance requirements described in Section 5 of the RFP, offeror should describe how the mandatory requirements will be fulfilled by the proposed service offerings and to what degree the desirable requirements will be met and/or exceeded.** A simple "yes, no, or compliant" response does not fulfill this description request. This description should also include by whom, when, with what, why, where, etc., the requirements will be satisfied. PLEASE USE THE SAME PARAGRAPH NUMBERING SCHEME OF THE RFP WHEN RESPONDING TO EACH TECHNICAL SPECIFICATION. The offeror should present a detailed description of all services proposed in the response to this Request for Proposal. It is the offeror's responsibility to make sure all services proposed are adequately described, and that any terminology used that is different from the terminology used in this RFP is explained so that the reader can relate the response to the requirement. It should not be assumed that the evaluator has specific knowledge of the products proposed; however, the evaluator does have sufficient technical background to conduct an evaluation when presented complete information.

In providing the descriptions above, please provide the following specific information when describing how the requirements will be fulfilled by the proposed solution:

RFP Paragraph Number	In addition to the offeror's description of how (including the process involved, performed by whom, where, with what, etc) the requirements will be fulfilled by the proposed solution, the offeror's response should also include information related to the following:
5.1.1	Describe your project management process including sufficient detail supporting each component below. At a minimum, the offeror's description should cover the following components of the project management process:

	<ul style="list-style-type: none"> <li>• Description of tools/methodologies utilized for project planning/scheduling</li> <li>• Processes for identifying, tracking, and resolving issues,</li> <li>• Status reports,</li> <li>• Management briefings (when, with whom, and what topics covered),</li> <li>• A description of the risks foreseen in the Records Management Automation project and strategies that will be employed to minimize risks, and</li> <li>• Strategies for staying on track with the project schedule.</li> <li>• Describe (1) how you will ensure effective communication between your organization's personnel and state agency project management staff, (2) how you will overcome any language barriers with any of your staff that don't speak fluent English, and (3) how you will overcome any time zone differences.</li> <li>• Describe the process/strategy used to effectively manage subcontractors or partners who will be providing services or products required in the RFP. This description should include how the offeror will function as a single point of contact.</li> </ul>
5.2.2.a	<p>Describe your workflow analysis process used in adapting existing workflow systems to take best advantage of the functionalities provided by the new system. At a minimum, the offeror's description should cover the following components of the workflow analysis process:</p> <ul style="list-style-type: none"> <li>• Description of tools/methodologies utilized in workflow analysis</li> <li>• Provide samples of any standard templates, spreadsheets, or other process mapping instruments used.</li> </ul>
5.3.6	Describe your processes and procedures for establishing and carrying out a data conversion plan as specified in the RFP.
5.7.2	<p>Explain specifically what maintenance/technical support services your proposed maintenance price (stated in Exhibit A) includes.</p> <ul style="list-style-type: none"> <li>• What are the procedures to be used to contact service personnel? Include hours of support coverage.</li> <li>• What are the procedures for service representative staffing during vacations and holidays?</li> <li>• What type of on-going telephone support and general consultation is available.</li> <li>• Explain the implementation and support of a system upgrade. The offeror should describe the upgrade procedure for new releases of the system components. Are automatic notifications sent to alert the agency that new updates to the system are available? Please explain</li> </ul>

The offeror should provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products. This description should include the following information:

- The offeror should provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
- The offeror should provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.
- If any service offered under this RFP are being manufactured or performed at sites outside the continental United States, the offeror MUST disclose such fact and provide details with the proposal.

**EXHIBIT D**  
**MBE/WBE PARTICIPATION**  
**(5 POINTS)**

**D.1 MBE/WBE PARTICIPATION COMMITMENT**

Evaluation of Offeror's Minority Business Enterprise (MBE)/Women Business Enterprise (WBE) Participation: In order for the Division of Purchasing and Materials Management (DPMM) to meet the provisions of Executive Order 05-30, it is desired the offeror secure participation of certified MBEs and WBEs in providing the products/services required in this RFP. The targets of participation recommended by the State of Missouri are 10% MBE and 5% WBE of the total dollar value of the contract.

- a. These targets can be met by a qualified MBE/WBE offeror themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.
- b. Work performed by MBE/WBEs must provide a commercially useful function related to the delivery of the service/product required herein.
- c. In order to be considered as meeting these targets, the MBE/WBEs must be "qualified" at the time the proposal is submitted. (See below for a definition of a qualified MBE/WBE.)
- d. The offeror's proposed participation of MBE/WBE firms in meeting the targets of the RFP will be considered in the evaluation process as specified below:
  - 1) The offeror's failure to provide any commercially useful MBE/WBE participation shall result in a score of 0 in this evaluation category.
  - 2) Offerors meeting or exceeding the State of Missouri targets of 10% MBE and 5% WBE participation shall receive the maximum points in this category.
  - 3) Lesser participation commitments shall receive a lesser amount of the maximum points.
- e. If the offeror is proposing MBE/WBE participation, in order to receive evaluation consideration for MBE/WBE participation, the offeror must provide information on the offeror's proposed participation of MBE/WBE firms by submitting the following completed Exhibits with the proposal.
  - 1) Participation Commitment - If the offeror is proposing MBE/WBE participation, the offeror must complete Exhibit D, Participation Commitment, in order to identify each proposed MBE and WBE as well as to identify the offeror's proposed total MBE/WBE participation commitment.
  - 2) Documentation of MBE/WBE Participation - If the offeror is proposing MBE/WBE participation, the offeror must ensure that each MBE and WBE listed in Exhibit D, Participation Commitment, completes Exhibit D, Documentation of MBE/WBE Participation, which must be submitted with the offeror's proposal.
  - 3) Offerors Qualifying as MBE/WBE – If the offeror submitting the proposal is a qualified MBE and/or WBE, the offeror must complete both the Participation Commitment and Documentation of MBE/WBE Participation Exhibits identified above.

- f. Commitment – If the offeror's proposal is awarded, the percentage level of MBE/WBE participation committed to by the offeror in Exhibit D, Participation Commitment, and verified in Exhibit D, Documentation of MBE/WBE Participation, **shall be interpreted as a contractual requirement.**

Definition of Qualified MBE/WBE:

- 1) In order to be considered a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Supplier and Workforce Diversity (OSWD).
- 2) MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it.
- 3) Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington, D.C.

Resources - A listing of several resources that are available to assist offerors in their efforts to identify and secure the participation of qualified MBEs and WBEs is available at the website shown below or by contacting the Office of Supplier and Workforce Diversity (OSWD) at:

Office of Administration, Office of Supplier and Workforce Diversity  
Harry S Truman Bldg., Room 630  
P.O. Box 809  
Jefferson City, MO 65102  
Phone: (877) 259-2963 or (573) 751-8130  
Fax: (573) 522-8078  
Web site: <http://www.oa.mo.gov/oswd>

**EXHIBIT D****D.1 MBE/WBE PARTICIPATION COMMITMENT - *continued***

If proposing MBE/WBE participation, the offeror must indicate below the percentage of qualified MBE and WBE participation committed to in relation to the total dollar value of the contract. (Note: Products/services provided by MBE/WBEs must provide a commercially useful function related to the delivery of the products/services required herein.) This completed exhibit must be submitted with the offeror's proposal.

If the offeror is a qualified MBE and/or WBE, the offeror must indicate the percentage of the contract value that the offeror will provide themselves.

NOTE: In order to be a **qualified** MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Supplier and Workforce Diversity (OSWD).

Name of MBE	Percentage of Total Contract Value	Name of WBE	Percentage of Total Contract Value
1.		1.	
2.		2.	
3.		3.	
4.		4.	
5.		5.	
<b>Total MBE:</b>		<b>Total WBE:</b>	

\_\_\_\_\_  
Authorized Signature of Offeror

\_\_\_\_\_  
Date

**D.2 DOCUMENTATION OF MBE/WBE PARTICIPATION**

If proposing MBE/WBE participation, the offeror must provide a copy of this page to each proposed MBE/WBE. Each MBE/WBE included in this proposal must complete a copy of this exhibit separately. If the offeror qualifies as a MBE and/or WBE, the offeror must also complete this exhibit. These completed exhibits must be submitted with the offeror's proposal.

Indicate appropriate business classification(s): \_\_\_\_\_ MBE \_\_\_\_\_ WBE

Name of MBE/WBE firm: \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Describe the products/services you will be providing. (Note: Products/services provided by MBE/WBEs must provide a commercially useful function related to the delivery of the products/services required herein.)

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Provide the percentage of MBE/WBE participation committed to in relation to the total dollar value of the contract for the products/services you are supplying for this contract.

\_\_\_\_\_ %

Provide or attach an explanation of the assumptions used in the development of the above percentage.

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Each MBE/WBE must provide their State of Missouri, Office of Supplier and Workforce Diversity (formerly Office of Equal Opportunity) certification number below.

By signing below, the undersigned hereby affirms that the company listed above meets the definition of a MBE or WBE as defined in RSMo 37.020 and has obtained certification from the State of Missouri, Office of Administration, Office of Supplier and Workforce Development (OSWD).

Name of MBE/WBE Owner: \_\_\_\_\_ Date: \_\_\_\_\_

MBE/WBE Certification Number: \_\_\_\_\_/Certification Expiration Date: \_\_\_\_\_

Federal Employer Identification Number/Social Security Number: \_\_\_\_\_

MBE/WBE Owner/Authorized Representative Signature: \_\_\_\_\_

Authorized Signature of Offeror: \_\_\_\_\_

**EXHIBIT E**  
**OTHER REQUESTED INFORMATION**

**E. 1 ADDENDUM OF COMPLIANCE TO RFP REQUIREMENTS, TERMS AND CONDITIONS**

By signing the signature block below the offeror hereby declares understanding and agreement with the following: (1) that the language of this RFP shall govern in the event of a conflict with his/her proposal, including any standard terms and conditions that are submitted as part of his/her proposal, and (2) any of the offeror's terms and conditions contained in his/her proposal that conflict with the RFP's requirements, terms and conditions, shall have no force or effect and are hereby considered invalid. All other terms and provisions of the offeror's submitted terms and conditions that are not in conflict with the RFP shall apply hereto.

**SIGNATURE REQUIRED**

AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE
OFFEROR'S COMPANY NAME	

AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE
SUBCONTRACTOR'S COMPANY NAME	

## E.2 CONTACT INFORMATION

If different from the information provided on the front page of the RFP, the offeror should provide all necessary contact information including the RFP Coordinator, Contract Coordinator if awarded a contract, etc.

<b>RFP COORDINATOR CONTACT INFORMATION</b> <i>i.e. person to be contacted for questions and other coordination activities regarding the offeror's proposal</i>	
<b>NAME:</b>	
<b>JOB TITLE:</b>	
<b>PHONE:</b>	
<b>FAX #:</b>	
<b>EMAIL:</b>	

<b>CONTRACT COORDINATOR CONTACT INFORMATION</b> <i>i.e. person to be contacted for questions and other coordination activities regarding an awarded contract</i>	
<b>NAME:</b>	
<b>JOB TITLE:</b>	
<b>PHONE:</b>	
<b>FAX #:</b>	
<b>EMAIL:</b>	

## E.3 OFFERORS AS EMPLOYEES

- Offerors who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the offeror and/or any of the owners of the offeror's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information:

Name and title of state employee, General  
Assembly member or statewide elected official: \_\_\_\_\_

Name of state agency where employed: \_\_\_\_\_

Percentage of ownership interest in offeror's  
organization held by state employee, General  
Assembly member or statewide elected official: \_\_\_\_\_%

**E.4 AMERICAN'S WITH DISABILITIES ACT - EQUIPMENT MODIFICATION**

In order to assist the State of Missouri in fulfilling the requirements of the Americans with Disabilities Act (ADA), the offeror is requested to furnish the following information.

The offeror should state whether the proposed equipment can be modified for use by persons with disabilities:

**YES** \_\_\_\_\_ **NO** \_\_\_\_\_

If yes, the offeror should describe and provide optional pricing, including installation and maintenance (if appropriate), for any available modifications.

**E.5 BLIND/SHELTERED WORKSHOP PREFERENCE**

A five (5) bonus point preference shall be granted to proposals including products and/or services manufactured, produced or assembled by qualified nonprofit organizations for the blind established pursuant to 41 U.S.C. sections 46 to 48c and sheltered workshops holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920 RSMo. Five bonus points will be added to the total evaluation points for proposals qualifying for the preference.

- a. If the offeror is an organization for the blind or sheltered workshop, then the offeror **MUST** provide evidence of qualifications as described herein (i.e., copy of certificate or certificate number); or
- b. If the offeror is utilizing an organization for the blind or sheltered workshop as a subcontractor, then the offeror **MUST** submit a letter of intent signed by the organization for the blind or sheltered workshop describing the products/services they will provide and indicating their commitment to aid the contractor's performance under the prospective state contract.

**STATE OF MISSOURI  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT  
TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL**

**1. TERMINOLOGY/DEFINITIONS**

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the DPMM to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

**2. APPLICABLE LAWS AND REGULATIONS**

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.

**3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT**

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the

DPMM, unless the RFP specifically refers the offeror to another contact. Such communication should be received at least ten calendar days prior to the official proposal opening date.

- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the state's Online Bidding/Vendor Registration System website. Premium registered offerors are electronically notified of the proposal opportunity based on the information maintained in the State of Missouri's vendor database. If a Premium registered offeror's e-mail address is incorrect, the offeror must update the e-mail address themselves on the state's Online Bidding/Vendor Registration System website.
- f. The DPMM reserves the right to officially amend or cancel an RFP after issuance. Premium registered offerors who received e-mail notification of the proposal opportunity when the RFP was established and Premium registered offerors who have responded to the RFP online prior to an amendment being issued will receive e-mail notification of the amendment(s). Premium registered offerors who received e-mail notification of the proposal opportunity when the RFP was established and Premium registered offerors who have responded to the proposal online prior to a cancellation being issued will receive e-mail notification of a cancellation issued prior to the exact closing time and date specified in the RFP.

#### 4. PREPARATION OF PROPOSALS

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DPMM and the offeror, if such offeror is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP. Any such offeror needs to include in the proposal, a complete list of statutory references and citations for each provision of the RFP which is affected by this paragraph.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Prices offered shall remain valid for 90 days from proposal opening unless otherwise indicated. If the proposal is accepted, prices shall be firm for the specified contract period.
- i. Any foreign offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

#### 5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted by delivery of a hard copy to the DPMM office. Electronic submission of proposals by Premium registered offerors through the State of Missouri's Online Bidding/Vendor Registration System website is not

available unless stipulated in the RFP. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the DPMM post office box address. However, it shall be the responsibility of the offeror to ensure their proposal is in the DPMM office (address listed above) no later than the exact opening time and date specified in the RFP.

- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically by a Premium registered offeror may be modified online prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically by a Premium registered offeror may be canceled online prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone, e-mail, or telegraphic requests to withdraw a proposal shall not be honored.
- e. When submitting a proposal electronically, the Premium registered offeror indicates acceptance of all RFP terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Offerors delivering a hard copy proposal to DPMM must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.

## **6. PROPOSAL OPENING**

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. Premium registered vendors may view the same proposal response information on the state's Online Bidding/Vendor Registration System website. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

## **7. PREFERENCES**

- a. In the evaluation of proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

## **8. EVALUATION/AWARD**

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation

criteria specified in the RFP and any subsequent negotiations and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.

- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The DPMM reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from a offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The DPMM posts all proposal results on the Online Bidding/Vendor Registration System website for Premium registered offerors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- o. The final determination of contract(s) award shall be made by DPMM.

## **9. CONTRACT/PURCHASE ORDER**

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) DPMM's acceptance of the proposal by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order unless the purchase is equal to or less than \$3,000. State purchases equal to or less than \$3,000 may be processed with a purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

## **10. INVOICING AND PAYMENT**

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.

- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

## **11. DELIVERY**

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

## **12. INSPECTION AND ACCEPTANCE**

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

## **13. WARRANTY**

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

## **14. CONFLICT OF INTEREST**

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

## **15. REMEDIES AND RIGHTS**

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

## **16. CANCELLATION OF CONTRACT**

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately.

- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

## **17. COMMUNICATIONS AND NOTICES**

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

## **18. BANKRUPTCY OR INSOLVENCY**

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

## **19. INVENTIONS, PATENTS AND COPYRIGHTS**

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

## **20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

## **21. AMERICANS WITH DISABILITIES ACT**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

## **22. FILING AND PAYMENT OF TAXES**

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore offeror's failure to maintain compliance with chapter 144, RSMo may eliminate their proposal from consideration for award.

### **23. TITLES**

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Revised 02/10/06

**---END OF DOCUMENT---**